

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, APRIL 2, 2013 - 10:00 A.M.

1 **Call to Order - Pledge of Allegiance – Invocation**

2 **PRESENTATIONS:**

- A Public recognition of two employees for March's "Spotlight on Employees" Program, as follows: Mark Warden and Jeff Baer. **(Erica Raymond)**
- B Presentation by the Tri-City Regional Sanitary District of a Proposed Wastewater Treatment Solution for the District. **(Robert Gould)**

3 **PUBLIC HEARINGS:**

- A Information/Discussion/Action to adopt Resolution No. 13-03-03 which authorizes the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2013-2014 to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**

4 **REGULAR AGENDA ITEMS:**

- A Information/Discussion/Action to adopt Proclamation No. 2013-02 proclaiming April 14-20, 2013, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona. **(Hazel Chandler)**
- B **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors)**
Information/Discussion/Action to approve Grantee Agreement GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$65,000 for fiscal year July 1, 2013, through June 30, 2014. **(Jacque Griffin)**
- C Information/Discussion/Action to approve the renewal of Grantee Agreement No. GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of \$80,000 for the period July 1, 2013, through June 30, 2014. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

- D Information/Discussion/Action to ratify the Board of Supervisors' approval for the Gila County Sheriff's Office electronic submission of a FY2014 Grant Application in the amount of \$392,727, which includes a 25% match requirement, to the Arizona Criminal Justice Commission under its Drug, Gang, and Violent Crime Control Program to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force. **(Johnny Sanchez)**
- E Information/Discussion/Action to approve Amendment No. 1 to Software Contract (which is an amendment to a Master Services Agreement) between Colorado CustomWare, Inc. (CCI) and Gila County; to approve a Lease Purchase Agreement between Zions First National Bank and Gila County whereby the County will realize an overall savings of \$50,616.55 over a five-year period; and to adopt Resolution No. 13-04-02, which authorizes the approval of the Lease Purchase Agreement, all of which is needed for the Assessor's Office software package. **(Jeannie Sgroi)**
- F Information/Discussion/Action to adopt Resolution No. 13-04-01 accepting a roadway easement for Ewing Trail as described in Fee No. 2012-015570, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**
- G Information/Discussion/Action to adopt Proclamation No. 2013-03 to proclaim April 2013 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(Michael Pastor)**
- H Information/Discussion/Action to adopt Resolution No. 13-04-04 in support of Governor Brewer's plan to restore Medicaid, and encourage the Legislators of the Arizona State House and Senate to stand with the people of Arizona who have twice expressed their support for the Governor's plan to provide AHCCCS (Arizona Health Care Cost Containment System) coverage for Arizonans in need. **(Michael Pastor)**
- I Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-021-A. **(Marian Sheppard)**
- J Information/Discussion/Action to appoint Marian Sheppard as Clerk of the Board of Supervisors effective immediately. **(Don McDaniel)**
- 5 **CONSENT AGENDA ACTION ITEMS:(Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A Approval of Amendment No. 1 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y2) between the State of Arizona, Governor's Office of Energy Policy (OEP) and Gila County whereby OEP will provide \$6,000 of additional funding, which is available for reimbursement for the period June 1, 2012, through July 1, 2013, for a new contract total amount of \$13,150.
- B Approval of the following membership changes to the Gila/Pinal Workforce Investment Board: New Membership - Al Larson, Interim Director, Central Arizona Governments, retroactive from 11/1/12 to 10/31/16, and Pat Burke, Dean, Gila Community College Campus - Gila Pueblo and San Carlos, retroactive from 1/1/13 to 12/31/16; Reappointment - Brad McCormack, Operations Manager, Fred G. Acosta Job Corps, retroactive from 10/1/12 to 9/30/16; and Resignations - Brian Tapp effective 9/6/12, and Billie Lavin effective 9/28/12.
- C Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 092111-2 between Gila County and Cactus Transport, Inc. to extend the contract per section 3.2, from the period of March 20, 2013, to March 19, 2014; and to provide for the purchase of CRS-2 chip seal oil for County roads.
- D Acknowledgment of the resignation of Curtis Chaney from the Pine Water Association Domestic Water Improvement District Governing Board and the appointment of Manuel V. Cantu to complete Mr. Chaney's term which expires December 31, 2014.
- E Approval of an Intergovernmental Agreement for Election Services between Gila County and the Town of Winkelman.
- F Approval of the reappointment of Ronnie O. McDaniel, as Justice of the Peace Pro Tempore for both Payson and Globe Regional Justice Courts, for the term of nine (9) months (April 1, 2013, through December 31, 2013).
- G Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-11, 2013.
- H Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the annual National Rifle Association's Dinner/Fund Raising Event on April 20, 2013.
- I Acknowledgment of the February 2013 monthly activity report submitted by the Payson Regional Constable's Office.
- J Acknowledgment of the February 2013 monthly activity report submitted by the Recorder's Office.
- K Approval of the December 18, 2012, and March 19, 2013, BOS meeting minutes.

- L Acknowledgment of the Human Resources reports for the weeks of March 5, 2013, March 12, 2013, March 19, 2013, and March 26, 2013.
 - M Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 25, 2013, to March 1, 2013; and March 4, 2013, to March 8, 2013.
 - N Approval of finance reports/demands/transfers for the weeks of March 26, 2013, and April 2, 2013.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-1714

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Linda V. Submitted By:

Eastlick,
Human
Resources
Director

Erica Raymond, Human Resources
Assistant, Human Resources

Department: Human Resources

Information

Request/Subject

March 2013 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize two employees for March 2013 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of two employees for March's "Spotlight on Employees" Program, as follows: Mark Warden and Jeff Baer. **(Erica Raymond)**

ARF-1742

Presentation Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Beverly Valenzuela, Executive Administrative
Assistant, Community Development Division

Department: Community Development Division **Division:** Community Development Administration

Information

Request/Subject

Tri-City Regional Sanitary District Wastewater Collection System Improvement Presentation

Background Information

Tri-City Regional Sanitary District serves the unincorporated areas of Gila County between the City of Globe and the Town of Miami.

Evaluation

Tri-City's Regional Sanitary District currently serves approximately 5.54 square miles with the population of approximately 4,022. The majority of Tri-City's Regional Sanitary District remain on individual disposal systems (i.e. cesspools and septic systems).

Conclusion

The use of cesspools was prohibited by the Arizona Department of Environmental Quality (ADEQ) in 1976; however, nearly 80% of homes within the Sanitary District use cesspools for sewage disposal. Many of these remaining systems are in poor or failing condition. There are approximately 75 parcels with known failed sewage systems since 2007. Cesspool lids are collapsing with two incidents of people falling into cesspools in recent years.

Recommendation

This is a presentation. No recommendation is necessary.

Suggested Motion

Presentation by the Tri-City Regional Sanitary District of a Proposed Wastewater Treatment Solution for the District. **(Robert Gould)**

Attachments

Powerpoint presentation for wastewater

TRI-CITY REGIONAL SANITARY DISTRICT WASTEWATER COLLECTION SYSTEM IMPROVEMENT



Tri-City Regional Sanitary District (TRSD)

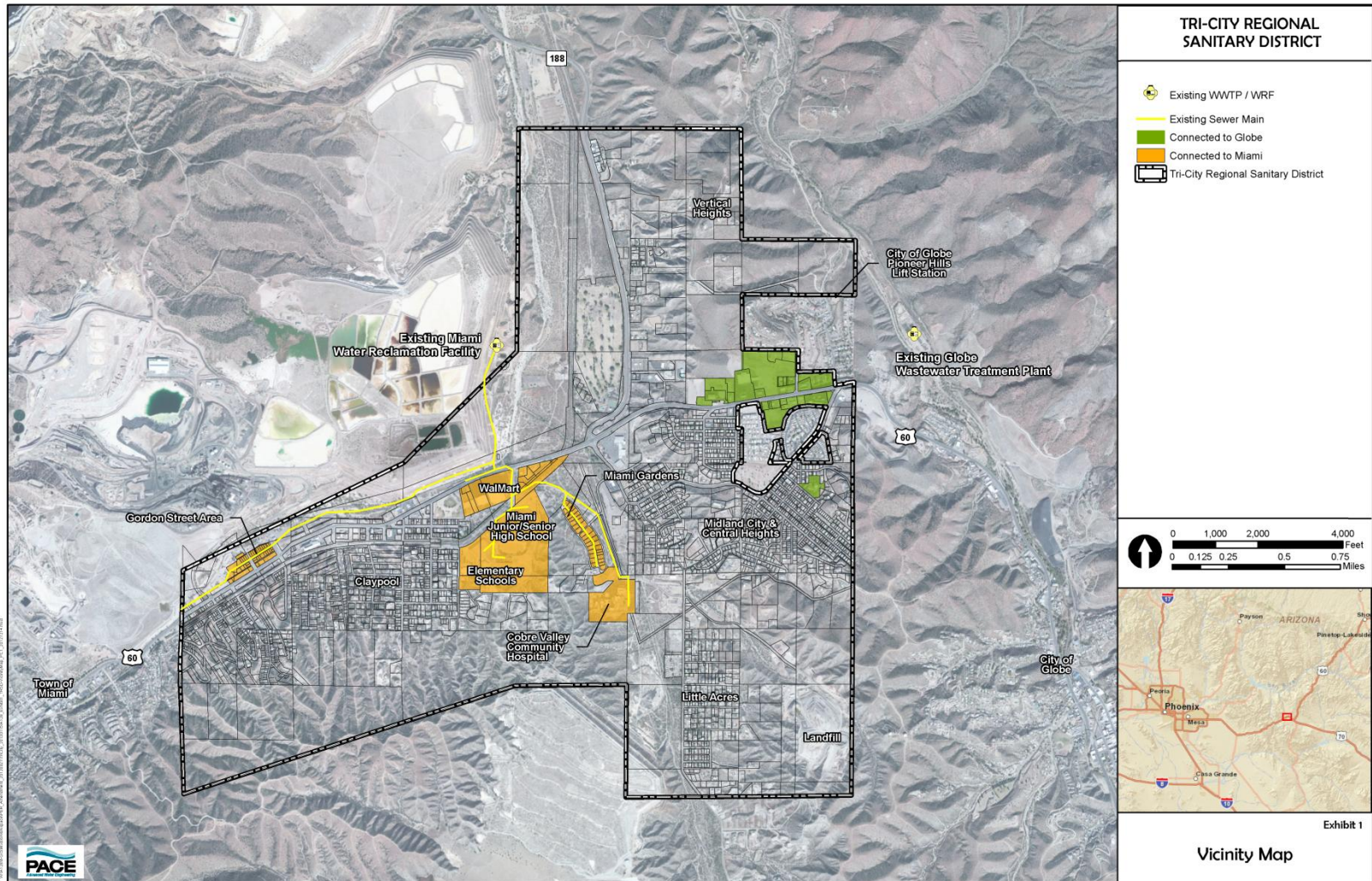
- Tri-City Regional Sanitary District (TRSD) serves unincorporated areas of Gila County between the City of Globe and the Town of Miami
- TRSD's current service area is approximately 5.54 square miles
- Population of 4,022, with about 2000 residential equivalents
- TRSD includes the neighborhoods of Lower Miami, Claypool, Central Heights, Country Club Manor, Midland City, Little Acres, Bechtel Tract, and north on SR 188 just past Bandy Heights
- Majority of TRSD residents remain on individual disposal systems (i.e. cesspools and septic systems)



TRI-CITY REGIONAL
SANITARY DISTRICT



Tri-City Regional Sanitary District (TRSD)



TRI-CITY REGIONAL
SANITARY DISTRICT



TRSD Wastewater Collection System Project History

- TRSD proactive attempt to offer a regional wastewater treatment solution is in the making for over 40 years (Started as Cobre Valley Sanitary District and Pinal Sanitary District)

Year	Description of Events
1968	Cobre Valley Sanitary District (CVSD) and Pinal Sanitary District established to manage publically owned wastewater treatment and disposal in unincorporated areas between Globe and Miami
1972	County was to fund the Greater Globe-Miami Wastewater Project, but stalled when contractual issues arose among parties involved
1973	Cities Service Company, a local copper mining company, constructed a wastewater treatment facility, the Holgate Plant
1974	Holgate Plant was turned over to the City of Globe
1980	Globe provided use of the Holgate Plant to CVSD to provide sewage treatment to approximately 109 trailer dwellings
1981	CVSD had an analysis completed to evaluate alternatives to deal with existing wastewater disposal systems and plan for a long term solution, CVSD never implemented any of the alternatives explored
1982	Gila County Board of Supervisors reformed the Pinal Sanitary District (PSD) to manage all remaining wastewater service/systems in the surrounding Globe/Miami area
1984	PSD commissioned the Wastewater Management Facility Plan recommended that PSD construct a centralized sewage collection system, recommendations of the study were never implemented by PSD
2001	Regional Wastewater Study was completed as a result of an agreement between Globe, Miami, PSD, Southern Gila County economic development Corp, Gila County Industrial Development Authority, Gila County – recommendation was to construct a new sewage collection system and new package plant to serve the Wheatfields area
2011	TRSD was formed, merger of CVSD and PSD to facilitate comprehensive planning for management of wastewater flows within combined service areas

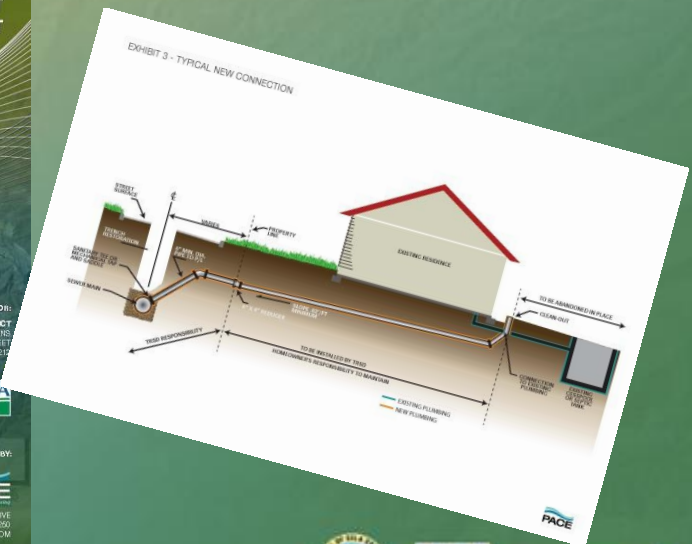
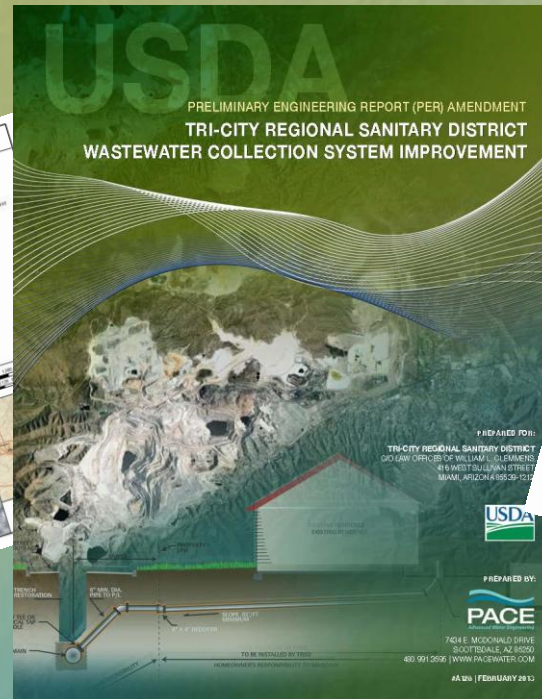


TTH-CITY REGIONAL
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TRSD Actively Pursuing a Regional Wastewater Treatment Solution

- Commissioned AMEC to develop a USDA-RD Preliminary Engineering Report (PER) to explore alternatives and pursue USDA-RD funding to help facilitate a project
- TRSD redirected project focus by hiring PACE to review the USDA-RD PER and develop an amendment to convey the interests of TRSD and its residents
- PACE has refocused the project and determined the best, most cost effective solution to TRSD sanitation issues

TRINITY CITY REGIONAL
SANITARY DISTRICT

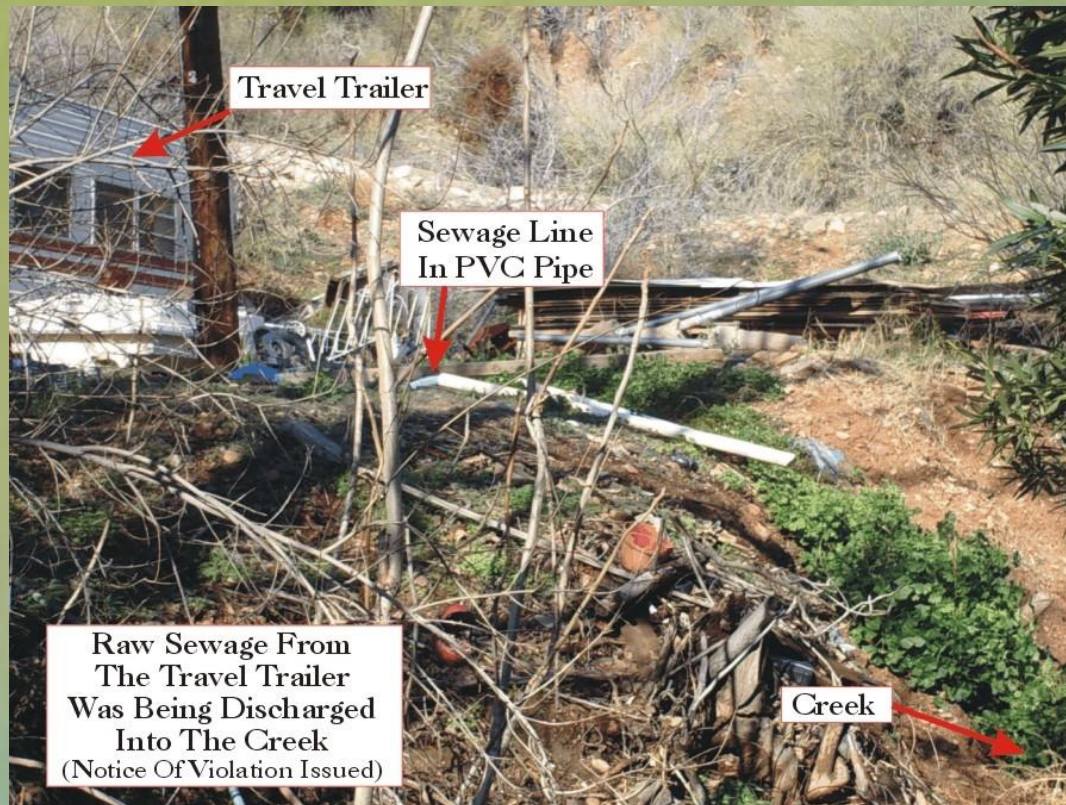
Need for the Project

- TRSD residents continue to utilize onsite septic systems and cesspools for wastewater disposal (approx. 1,300 operating cesspools and 300 substandard septic systems)
- EPA in 2000 prohibited the usage of Class 5 Injection Wells (Cesspools > 20 people) set a deadline of 2005 for use of all wells to be discontinued
- The use of cesspools was prohibited by ADEQ in 1976; however, nearly 80% of homes within TRSD use cesspools for sewage disposal
- Many of these remaining systems are in poor or failing condition

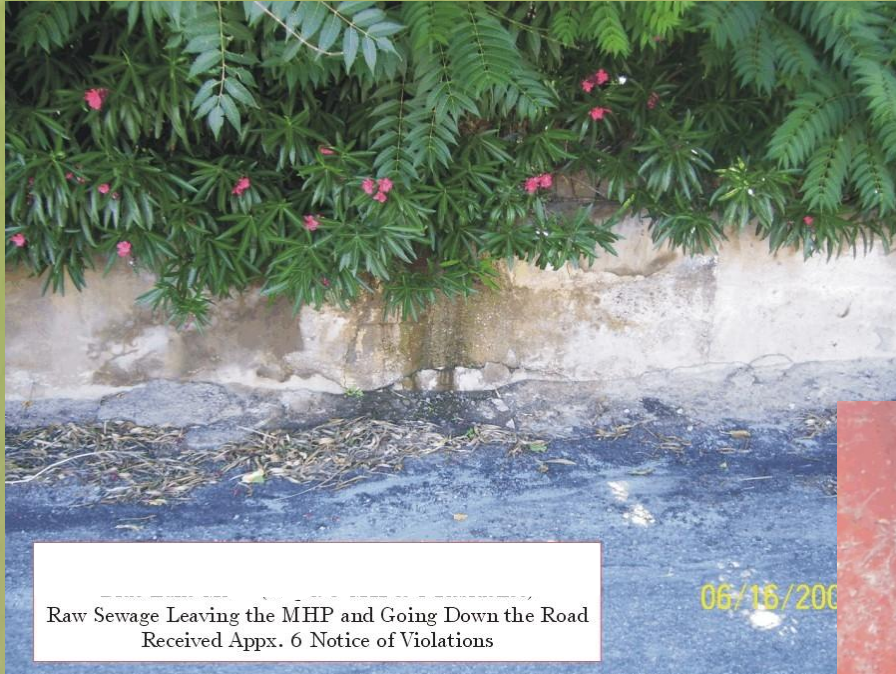


Need for the Project

- 75 parcels with known failed sewage systems since 2007
- More than 25 recorded Notices of Violation (NOV's) for both sewage and gray water
- It is expected that many more violations exist but have not been filed



Need for the Project



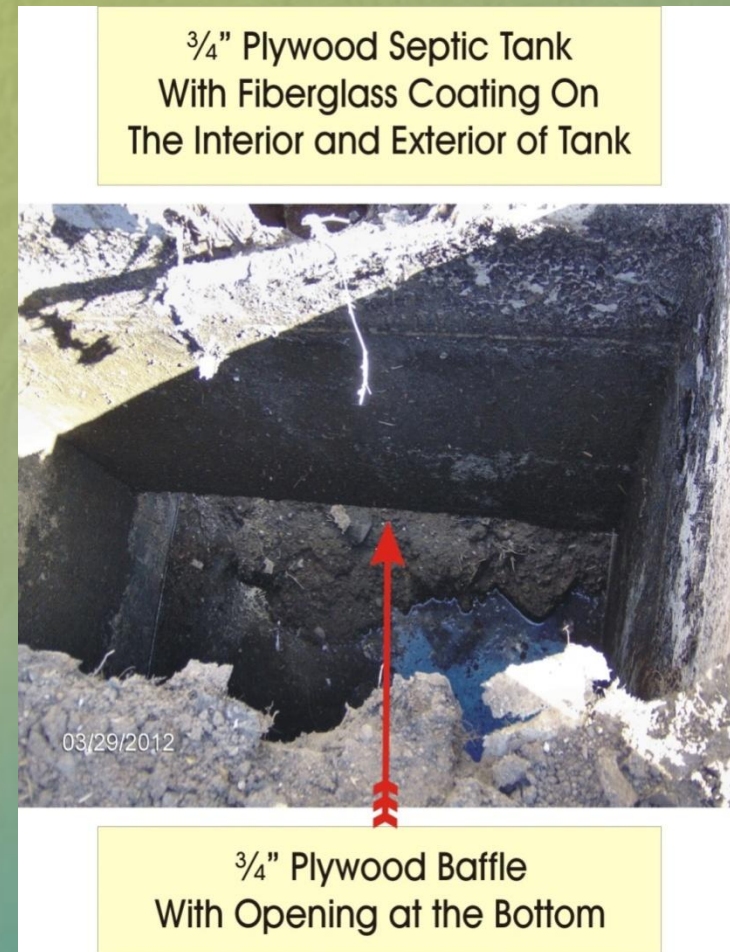
Need for the Project

Shared Wall with Cesspool



Existing Condition Impacts

- Public Health Risk
 - Without installation of a municipal wastewater system, unsanitary conditions will progressively worsen
 - Area Residents are at particular risk as they are more likely to come into contact with contaminated areas
 - Cesspool lids are collapsing with 2 incidents of people falling into cesspools in recent years



Financial Impacts

- Economic Concerns
 - Residents or businesses with failed systems cannot occupy the property
 - Residents and Commercial Properties with cesspools
 - May be unable to acquire home or commercial property loans
 - May not be able to sell
 - No building permits issued for improvements or expansions of properties served by a cesspool
 - Areas with failed systems and cesspools will remain undeveloped or underdeveloped
 - Discourages growth throughout areas with high numbers of cesspools and failed systems



TRE-CITY REGIONAL
SANITARY DISTRICT



Benefits of a Successful Project

- Improved environmental conditions
- Promotes economic growth and development
- Increases property value
- Provides ability to expand and renovate existing properties
- Makes properties financeable and saleable
- Allows for resident mobility
- Renewed quality of life



TRE-CITY REGIONAL
SANITARY DISTRICT



Proposed TRSD System

- Constructing a new Regional Wastewater Treatment Plant (WWTP) is proposed to address the health and sanitary issues within TRSD
- Large project involving a new WWTP and infrastructure throughout the District
- Estimated Capital cost of \$52.9 million
- Other alternatives considered range between \$53-\$54 million



TRE-CITY REGIONAL
SANITARY DISTRICT



Alternatives Considered

- Alternative 1 – No Action
- Alternative 2 – Portion of the Service Area Flow Conveyed to the Miami WWTP with the Remaining Service Area Flow Conveyed to the Globe WWTP
 - Estimated Cost \$53.9 million
- Alternative 3 – All Wastewater Flow Conveyed to the Miami WWTP (Existing Globe service to remain with Globe)
 - Estimated Cost \$53.7 million
- Alternative 4 – All Wastewater Flow Conveyed to the Globe WWTP (Existing Miami service to remain with Miami)
 - Determined to be infeasible and has been removed from consideration (Gravity issues/high pumping costs)
- Alternative 5 – Construct a New WWTP for the Tri-City Regional Sanitary District (Includes all flows within TRSD)
 - Estimated Cost \$52.9 million



TRI-CITY REGIONAL
SANITARY DISTRICT



Alternatives Considered

	Alternative 1 No Action	Alternative 2 Miami & Globe	Alternative 3 Miami (Globe Retains)	Alternative 4 All flow to Globe	Alternative 5 New WRF
Construction Cost	N/A	\$ 33,709,347	\$ 34,551,449	N/A	\$ 41,996,165
Non-Construction Cost	N/A	\$ 17,722,575	\$ 17,962,075	N/A	\$8,421,344
Financing/Interest	N/A	\$ 2,564,847	\$ 2,585,873	N/A	\$ 2,514,259
Total Project Cost	N/A	\$ 53,996,769	\$ 54,439,435	N/A	\$ 52,931,768

Source: Tri-City Regional Sanitary District Wastewater Collection System PER Amendment by PACE, February 2013



TRI-CITY REGIONAL
SANITARY DISTRICT



Alternatives Considered

- Alternatives rating matrix used in alternative evaluation and included priority attributes

Attribute	Weight	Alternative 1 No Action		Alternative 2 Miami & Globe		Alternative 3 To Miami		Alternative 4 To Globe		Alternative 5 New TRSD WRF	
		Score	Wt. x Score	Score	Wt. x Score	Score	Wt. x Score	Score	Wt. x Score	Score	Wt. x Score
Effluent as Potential Revenue	1	1	1	1	1	1	1	-	N/A	5	5
Land Acquisition/ Easements	1	5	5	3	3	3	3	-	N/A	2	2
Constructability	3	5	15	3	9	3	9	-	N/A	1	3
Capital Cost	4	5	20	3	12	3	12	-	N/A	3	12
Operations & Maintenance	2	5	10	4	8	4	8	-	N/A	3	6
Environmental Impacts	4	1	4	5	20	5	20	-	N/A	5	20
Public Health Impacts	4	1	4	5	20	5	20	-	N/A	5	20
Street Impacts	1	5	5	3	3	3	3	-	N/A	2	2
TRSD Oversight	4	1	4	2	4	2	8	-	N/A	5	20
Community Benefit	4	1	4	5	20	5	20	-	N/A	5	20
Schedule	1	5	5	2	2	2	2	-	N/A	2	2
Total Score			77		102		106		N/A		112

Source: Tri-City Regional Sanitary District Wastewater Collection System PER Amendment by PACE, February 2013



TRI-CITY REGIONAL
SANITARY DISTRICT



Selected Alternative – Proposed Project

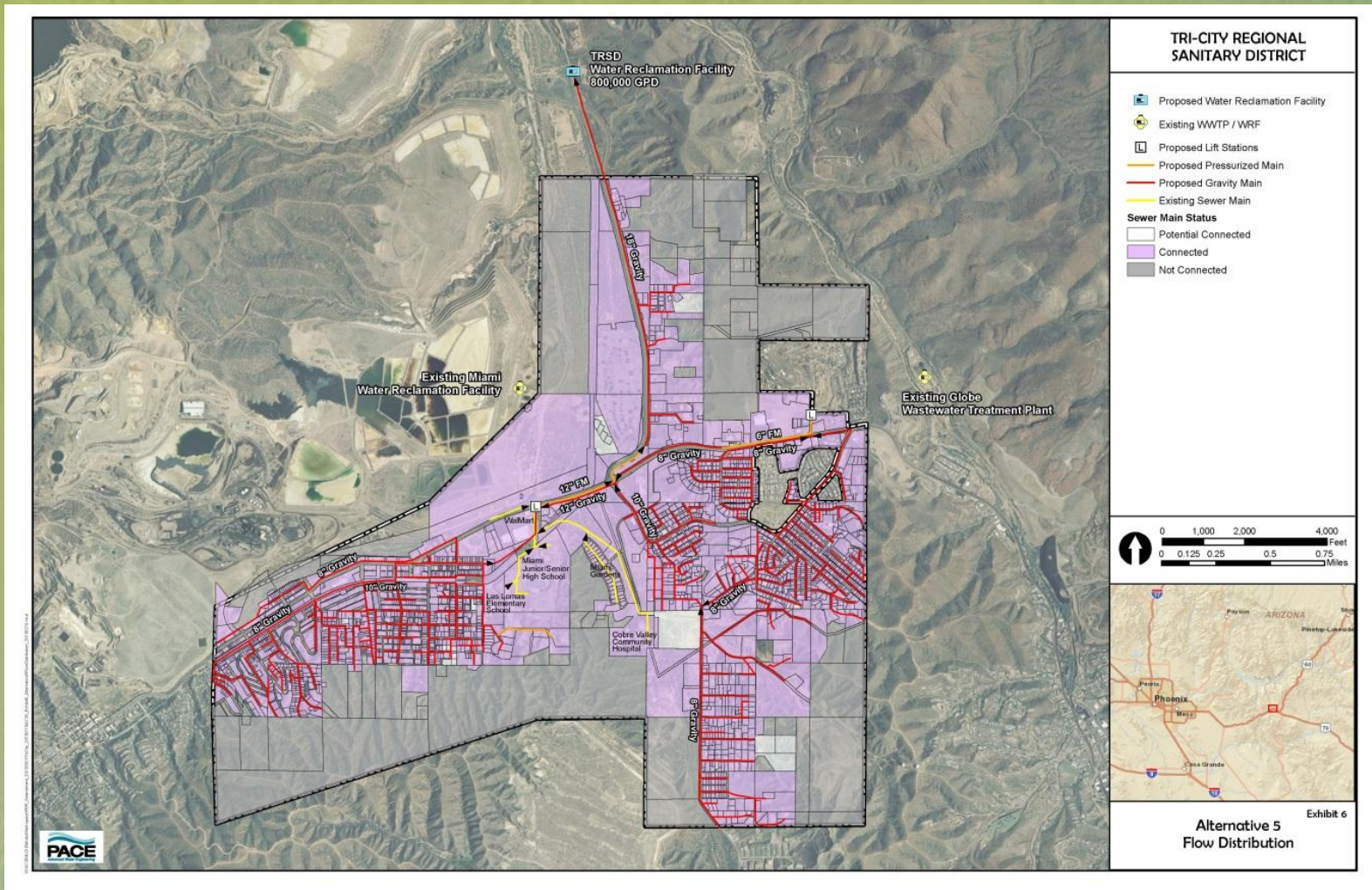
- Construct a New WWTP for the Tri-City Regional Sanitary District (Includes all flows within TRSD)
 - 800,000 GPD WWTP & 191,233 lf of pipe & over 400 manholes
 - One main lift station
 - One small lift station
 - Several neighborhood lift stations
 - Gravity sewer mains ranging between 8-inch and 15-inch in diameter 176,416 lf of pipe
 - Force mains ranging between 6-inch and 18-inch in diameter 14,817 lf of pipe
 - Includes purchase of existing infrastructure from Globe and Miami



TRI-CITY REGIONAL
SANITARY DISTRICT



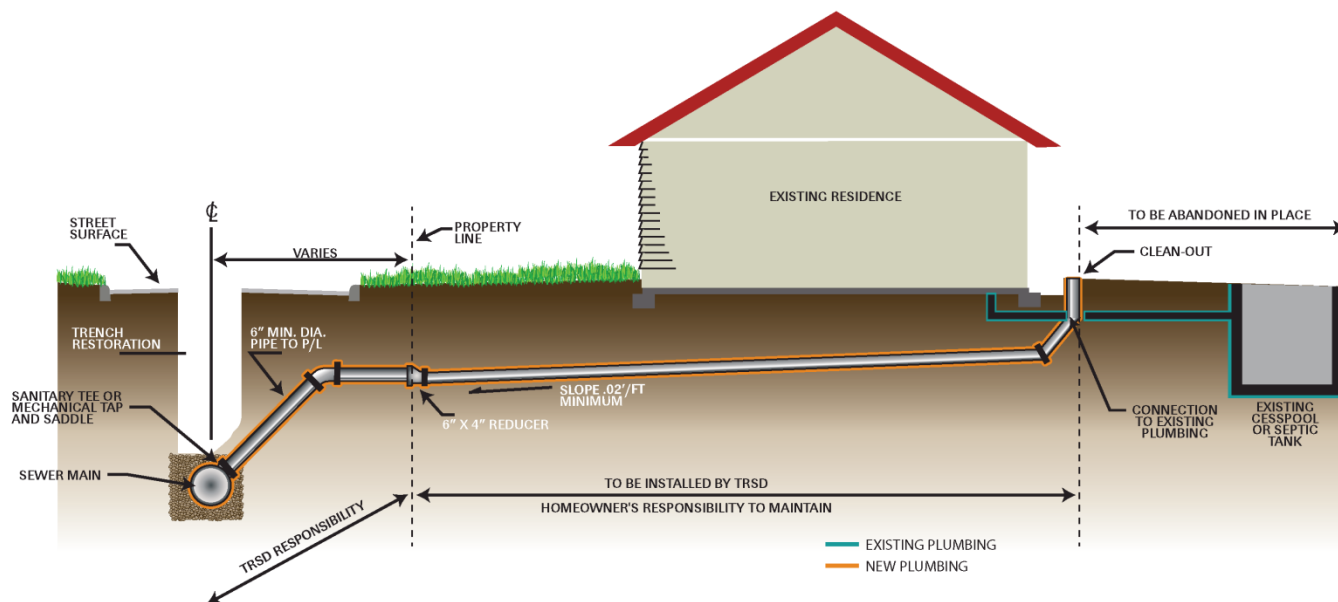
Selected Alternative – Proposed Project



Property Connections

- Colonia Funding

EXHIBIT 3 - TYPICAL NEW CONNECTION



Financing

- Applications submitted:
 - USDA-RD
 - WIFA
 - RCAC
- Grants/Loans
- Median Household Income Survey Qualified under USDA-RD for up to 75% Grant & 25% Loan (50/50)



TRE-CITY REGIONAL
SANITARY DISTRICT



Making it Affordable

- Current AZ State Statute Restricts Loan Term to 25 years for Sanitary Districts
- Legislation has been drafted and submitted to extend payback to 40 years



TRE-CITY REGIONAL
SANITARY DISTRICT



Project Summary

- Fills Regional Gap between Globe/Miami and North & South of the Current District
- Allows for regional revitalization/growth
- Provides residents with increased property values and the ability to improve their homes and sell their properties
- Affordable provided TRSD gets your support



TRI-CITY REGIONAL
SANITARY DISTRICT



Assistance

- Vocalize your recognition of the need and value of the TRSD Project
 - USDA RD at the State and National levels
 - U. S. Congress Local House and Senate Members
 - Arizona Governor and Legislature (25 yr to 40 yr Statutes)
- Vocalize your support to the residents of TRSD
- Provide assistance in securing funding for the project
- Provide assistance in securing maximum grant funding for the project in order to secure comparable monthly rates



TRE-CITY REGIONAL
SANITARY DISTRICT



TRSD Wastewater Collection System

QUESTIONS?



TRE CITY REGIONAL
SANITARY DISTRICT



Regular BOS Meeting**Meeting Date:** 04/02/2013**Submitted For:** Malissa Buzan, Community Services Division Director **Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division**Department:** Community Services Division **Division:** Comm. Action Program/Housing Ser

Information**Request/Subject**

Adoption of Resolution No. 13-03-03 Authorizing the Gila County Housing Authority's Annual Plan for FY2013-2014

Background Information

The Gila County Housing Authority Section 8-Housing Choice Voucher Program receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide the HUD rental assistance to eligible citizens residing in Gila County. As a requirement for receiving these funds, the Gila County Housing Authority must revise its Agency Annual Plan for Fiscal Year 2013-2014 to be in compliance with the Quality Housing and Work Responsibility Act of 1998. A Notice of Public Hearing has been issued and a Public Hearing is set for April 2, 2013, at the regularly scheduled Board of Supervisors meeting. At this time Resolution 13-03-03 will be presented to the Board of Supervisors requesting approval to submit the Revised Administrative Plan for fiscal year 2013 to HUD.

The Gila County Housing Authority has also mailed letters to Section 8-Housing Choice Voucher Tenants inviting them to become a member of the Resident Advisory Committee. Included with the letter was the required form that needed to be completed by the Tenant if they were interested in serving on the committee. This committee is made up of residents within Gila County's Section 8 Housing Choice Voucher Program in the Housing Services Department. Notices were sent out to all 59 participants; 13 responses were returned and of the 13 returned, none of the Tenants accepted the invitation to serve as a member of the Resident Advisory Committee.

The Gila County Housing Authority has been submitting its 5-Year Plan and Annual Plan to the U.S. Department of Housing and Urban Development for many years. Listed below is some of the more recent history pertaining to the submission of the Annual Plan:

On March 2, 2010, the Board of Supervisors adopted Resolution No. 03-02-10 authorizing the Gila County Housing Authority to submit its 5-Year Plan for Fiscal Year 2010-2014 and the Annual Plan for Fiscal year 2010-2011.

On May 17, 2011, the Board of Supervisors adopted Resolution No. 11-05-01 authorizing the Gila County Housing Authority to submit its Revised Administrative Plan for FY 2011.

On April 3, 2012, the Board of Supervisors adopted Resolution No. 12-03-02 authorizing the Gila County Housing Authority to submit its Annual Plan for FY 2012-2013.

Evaluation

It is important for the Board of Supervisors to adopt Resolution No. 13-03-03 which authorizes the Gila County Housing Authority to submit its Annual Plan for FY 2013-2014 and ensures that the Gila County Section 8 Housing Choice Voucher Program is in compliance with the requirements set forth by the U.S. Department of Housing and Urban Development.

Conclusion

By adopting Resolution 13-03-03 and submitting the Gila County Housing Authority Annual Plan, Section 8 Housing Choice Voucher Program will be in compliance with the requirements set forth by the U.S. Department of Housing and Urban Development.

Recommendation

The Gila County Community Action, Housing Services Manager recommends that the Board of Supervisors adopt Resolution 13-03-03, which authorizes the submission of the Gila County Housing Authority's Annual Plan for Fiscal Year 2013-2014.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-03-03 which authorizes the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2013-2014 to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**

Attachments

Resolution No. 13-03-03

Gila County Housing Authority Annual Plan for FY 2013-2014

OMB Resolution No. 12-03-02



RESOLUTION NO. 13-03-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS ANNUAL PLAN FOR FISCAL YEAR 2013-2014 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Annual Plan each fiscal year; and

WHEREAS, Gila County has held a public hearing to receive public comment on the Gila County Housing Authority's Annual Plan for FY 2013-2014. The Annual Plan has also been reviewed by the Section 8 Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS that:

- The Gila County Housing Authority's Annual Plan for Fiscal Year 2013-2014 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plan and related regulations.

PASSED AND ADOPTED this 19th day of March 2013, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal



**FY 7/1/2013
GILA COUNTY
PHA PLAN**

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PHA Plan

HUD Form -50075

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Section 2.0 Inventory

Section 3.0 Submission Type

Section 6.0 PHA Plan Update

Section 9.0 Housing Needs

Section 10.0 Additional Information

Required Certifications

Section 11.0 HUD Form -50077

Section 11.0 Resident Advisory Board Information

Attachment I

Attachment II

Financial Resources

Civil Rights Certification

VAWA Description

Gila County Payment Standards

Resolution No 13-03-03

Notice of Public Hearing

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 8/30/2011
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1.0	PHA Information PHA Name: <u>Gila County Housing Authority</u> PHA Code: <u>AZ045</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2013</u>					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: <u>53</u>					
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.					
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Yearly Utility Allowance & Payment Standard Updates (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Main PHA (Public Housing Authority) Administrative Office, PHA Website and Main County Government Office.					
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.					
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.					
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.					
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.					
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.					
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Shortage affordable Housing for all eligible populations and unit sizes.					

9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. Payment Standards are at 110% of the Fair Market Rent, hoping to help more participants.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial Deviation from the 5 year plan / Significant Amendment or Modification to the Annual Plan</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (**Note: applies to only public housing**).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:
<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.1.*
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.*

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing Authority
 PHA Name

AZ045
 PHA Number/HA Code

Annual PHA Plan for Fiscal Years 2013- 2014

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Michael A. Pastor	Chairman, Gila County Board of Supervisors
Signature	Date



Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501

(928) 425-7631

"Improving the Quality of Life for all Residents, one life at a time"

February 22, 2013

Dear Section 8-Housing Choice Voucher Tenant:

Once again at this time the Gila County Housing Authority needs to form a Resident Advisory Committee which is a requirement of Federal Regulations. The purpose of this letter is to invite you to become a member of the committee. The Committee is made up of residents within the Gila County Section 8 Program only. As a member of the committee you will be required to review the Agencies Annual Plan and participate in at least one meeting to discuss the plan and provide recommendations to our Section 8 Housing Choice Voucher Program in our Housing Services Department.

The Gila County Housing Authority would also like to inform you that if you choose to be a Member of the Resident Advisory Committee you may also be appointed to sit on the PHA Board or Governing Body. In which you would approve any Section 8 Housing Choice Voucher Program changes within the Agencies Plan.

If you are interested in sitting on this committee, please be kind enough to respond by March 1, 2013 either by:

- Completing the second portion of this letter and returning it to me in the self address, pre-postage provided envelope;
- Contacting me at 928-425-7631; or
- E-mailing me at pcampos@co.gila.az.us

Respectfully,

Patricia Campos
Program Administrator

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1



_____ Yes, I am interested in being a member of the Resident Advisory Committee.

_____ Yes, I am interested in being a member of the Resident Advisory Committee, and
to be a member of the Resident Membership on the PHA Board or Governing
Body.

_____ No, I am not interested in being a member of the Resident Advisory Committee or
to be a member of the Resident Membership on the PHA Board or Governing
Body.

Name: _____

Address: _____

Telephone Number: _____

Comments:

REQUIRED ATTACHMENT I:

Resident Membership on PHA Board or Governing Body

List members of the Resident Membership on PHA Board or Governing Body:

- **There were 13 participant returned responses regarding the invitation for the Resident Membership for Fiscal Year 2013-2014, the 13 stated they did not want to participate.**

The Gila County Housing Authority sent notices to all participants regarding that a Resident Membership for the PHA Board or Governing Body would be created and invited residents to participate.

No comments and approved the plan as written.

REQUIRED ATTACHMENT II: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provided a description sufficient to identify how members are chosen):

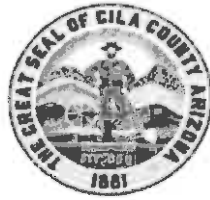
Members:

- NONE

The Gila County Housing Authority sent notices to all 59 Participants that a Resident Advisory Board would be created and invited residents to participate. 13 Participants responded to our inquiry and only the above were interested.

0 followed through the process of reviewing the plan. There were no comments and approved the plan as written.

COMMENTS:



Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501

(928) 425-7631

"Improving the Quality of Life for all Residents, one life at a time"

HOUSING CHOICE VOUCHER RESIDENT ADVISORY BOARD MEETING

Gila County Community Services

5515 S Apache Avenue, Suite 200

(Main Conference Room)

Globe, Arizona 85501

March 4, 2013

10:00 a.m.

AGENDA

- I. Call to Order/Welcome
- II. Roll Call
- III. Approval of FY 2012 Annual Plan
- IV. Update Report
- V. Director's Report Malissa Buzan, Housing Director
- VI. Financial Report Bree'na York, Divisional Fiscal Manager
- VII. New Business
 - a. Housing Updates Patricia Campos, Housing Coordinator
 - b. AZ Housing Updates
- VIII. Next Meeting Information
- IX. Adjournment

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free

Countywide T.T.Y. 7-1-1



**Financial Resources:
Planned Sources and Uses
Gila County - AZ045**

	<u>Sources</u>	<u>Planned \$</u>	<u>Planned Uses</u>
1	<i>Federal Grants (FY 2013 Grants)</i>		
a	Public Housing Operating Fund	\$ -	
b	Public Housing Capital Fund	\$ -	
c	HOPE VI Revitalization	\$ -	
d	HOPE VI Demolition	\$ -	
e	Annual Contributions for Section 8 Tenant-Based Assistance	\$ -	
f	Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ -	
g	Resident Opportunity and Self-Sufficiency Grants	\$ -	
h	Community Block Grant	\$ -	
i	HOME	\$ -	
2	<i>Other Federal Grants (list below)</i>		
a	Housing Choice Voucher	\$ 293,781.00	Section 8 Client Assistance
b	FSS Coordinator Grant	\$ -	
3	<i>Prior Year Federal Grants (Unobligated funds only) (list below)</i>		
a		\$ -	
4	<i>Public Housing Dwelling Rental Income (list below)</i>		
a		\$ -	
5	<i>Other Income (list below)</i>		
a	Fraud/Recovery Collection-Section 8	\$ 498.00	Program Operations
b	Section 8 Administrative Fees	\$ 23,099.00	Program Operations
c	Section 8 Portable Admin Fees	\$ 3,000.00	Program Operations
6	<i>Non-federal sources (list below)</i>		
a	Gila County General Fund	\$ 40,000.00	Program Operations
	TOTAL Resources:	\$ 360,378.00	

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Malissa Buzan

Title

Gila County Community Services Director

Signature



Date

March 4, 2013

The Gila County Housing Authority VAWA Description

This VAWA Description is submitted as required pursuant to Section 603 of the law amending Section 5A of the U.S. Housing Act to require PHAs five-year and annual PHA Plans to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking as well as members of the victims and immediate families from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim.

The Gila County Housing Authority has established policies to support and assist victims of domestic violence and protect tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

The Violence against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply to our agency administering the Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenants household or any guest or other person under the tenants control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenants family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

The Gila County Housing Services is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a household. Partnerships in the networking include Horizon Services (Safe Home) and the Community Action Program. Some of the examples of assistance are assisting in Rent or Utilities payments and assisting victims in need of help who want to remove themselves from life threatening situations. The Gila County Section 8 Program has not had any participants who have needed this help, but it is offered to many residents in the Gila County Area

Gila County
Section 8~
Housing Choice Voucher Program
Payment Standards

**Gila County Payment Standards
At 110% of the
Fair Market Rents**

0 Bedroom ~	\$572
1 bedroom ~	\$595
2 Bedroom ~	\$801
3 bedroom ~	\$1158
4 bedroom ~	\$1358

Effective November 1, 2012

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has revised its Agency Annual Plan for the Fiscal Year 2013 in compliance with the Quality Housing and Work Responsibility Act of 1998. The Plan is available for review at the Housing Department located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00 a.m. To 5:00 p.m. In addition, a public hearing will be held on April 2, 2013 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Comments on this Plan must be submitted in writing no later than March 15, 2013 to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

Gila County Board of Supervisors
Marian Sheppard, Chief Deputy Clerk of the Board

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.



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Gila County Payment Standards

Resolution No-12-03-02

Notice of Public Hearing

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 8/30/2011
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1.0	PHA Information PHA Name: <u>Gila County Housing Authority</u> PHA Code: <u>AZ045</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/01/2012</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>0</u> Number of HCV units: <u>53</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <u>Adjusted Payment Standards</u> (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. <u>Main PHA (Public Housing Authority) Administrative Office, PHA Website and Main County Government Office.</u>				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.				
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <u>Shortage affordable housing for all eligible populations and unit sizes.</u>				

9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. Payment Standards are at 100% of FMR, hoping to help more participants.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial Deviation from the 5yr plan Significant Amendment or Modification to the Annual Plan</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) **Hope VI or Mixed Finance Modernization or Development.**

1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at:

http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm

Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

(d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 **Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

- 1. At the end of the program year; until the program is completed or all funds are expended;
- 2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
- 3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 **Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/pl/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 07/01/2012, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.


13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing Authority
 PHA Name

AZ045
 PHA Number/HA Code

X Annual PHA Plan for Fiscal Years 2012- 2013

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Tommie C. Martin	Title Chairman, Gila County Board of Supervisors
Signature 	Date 4/3/12

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

Date

David Fletcher
Director



Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501

(928) 425-7631

"Improving the Quality of Life for all Residents, one life at a time"

February 13, 2012

Dear Section 8-Housing Choice Voucher Tenant:

Once again at this time the Gila County Housing Authority needs to form a Resident Advisory Committee which is a requirement of Federal Regulations. The purpose of this letter is to invite you to become a member of the committee. The Committee is made up of residents within the Gila County Section 8 Program only. As a member of the committee you will be required to review the Agencies Annual Plan and participate in at least one meeting to discuss the plan and provide recommendations to our Section 8 Housing Choice Voucher Program in our Housing Services Department.

The Gila County Housing Authority would also like to inform you that if you choose to be a Member of the Resident Advisory Committee you may also be appointed to sit on the PHA Board or Governing Body. In which you would approve any Section 8 Housing Choice Voucher Program changes within the Agencies Plan.

If you are interested in sitting on this committee, please be kind enough to respond by February 21, 2012 either by:

- Completing the second portion of this letter and returning it to me in the self address, pre-postage provided envelope;
- Contacting me at 928-425-7631; or
- E-mailing me at pcampos@co.gila.az.us

Respectfully,

Patricia Campos
Program Administrator

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1



_____ Yes, I am interested in being a member of the Resident Advisory Committee.

_____ Yes, I am interested in being a member of the Resident Advisory Committee, and
to be a member of the Resident Membership on the PHA Board or Governing
Body.

_____ No, I am not interested in being a member of the Resident Advisory Committee or
to be a member of the Resident Membership on the PHA Board or Governing
Body.

Name: _____

Address: _____

Telephone Number: _____

Comments:

REQUIRED ATTACHMENT I:

Resident Membership on PHA Board or Governing Body

List members of the Resident Membership on PHA Board or Governing Body:

Claudia Jo Slover
404 W. Bridle Path Ln
Payson, AZ 85541

Robert Bumbalow
901 W. Chatham Dr.
Payson, AZ 85541

Rose Durst
906 S. McLane #13
Payson, AZ 85541

Joanne Roethlein
807 S. Westerly Rd. #221
Payson, AZ 85541

Roberta Green
420 E. Cedar St. Apt. B
Globe, AZ 85501

The Gila County Housing Authority sent notices to all participants regarding that a Resident Membership for the PHA Board or Governing Body would be created and invited residents to participate.

REQUIRED ATTACHMENT II: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provided a description sufficient to identify how members are chosen):

Members:

Claudia Jo Slover
404 W. Bridle Path Ln
Payson, AZ 85541

Robert Bumbalow
901 W. Chatham Dr.
Payson, AZ 85541

Rose Durst
906 S. McLane #13
Payson, AZ 85541

Joanne Roethlein
807 S. Westerly Rd. #221
Payson, AZ 85541

Roberta Green
420 E. Cedar St. Apt. B
Globe, AZ 85501

The Gila County Housing Authority sent notices to all participants that a Resident Advisory Board would be created and invited residents to participate. *14* residents responded to our inquiry and only the above were interested.

COMMENTS:

**Financial Resources:
Planned Sources and Uses
Gila County - AZ045**

	Sources	Planned \$	Planned Uses
1	<i>Federal Grants (FY 2012 Grants)</i>		
a	Public Housing Operating Fund	\$ -	
b	Public Housing Capital Fund	\$ -	
c	HOPE VI Revitalization	\$ -	
d	HOPE VI Demolition	\$ -	
e	Annual Contributions for Section 8 Tenant-Based Assistance	\$ -	
f	Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ -	
g	Resident Opportunity and Self-Sufficiency Grants	\$ -	
h	Community Block Grant	\$ -	
i	HOME	\$ -	
2	<i>Other Federal Grants (list below)</i>		
a	Housing Choice Voucher	\$ 305,516.00	Section 8 Client Assistance
b	FSS Coordinator Grant	\$ -	
3	<i>Prior Year Federal Grants (Unobligated funds only) (list below)</i>		
a		\$ -	
4	<i>Public Housing Dwelling Rental Income (list below)</i>		
a		\$ -	
5	<i>Other Income (list below)</i>		
a	Fraud/Recovery Collection-Section 8	\$ 540.00	Program Operations
b	Section 8 Administrative Fees	\$ 25,488.00	Program Operations
c	Section 8 Portable Admin Fees	\$ 2,000.00	Program Operations
6	<i>Non-federal sources (list below)</i>		
a	Gila County General Fund	\$ 30,000.00	Program Operations
	TOTAL Resources:	\$ 363,544.00	

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Gila County Housing Authority

AZ045

PHA Name

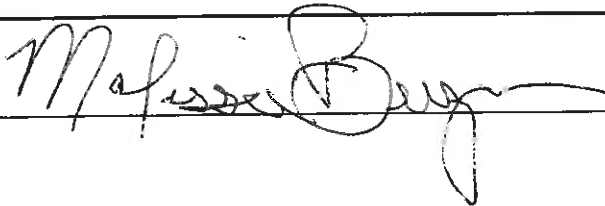
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Malissa Buzan

Title
Housing Services Director

Signature



Date

The Gila County Housing Authority VAWA Description

This VAWA Description is submitted as required pursuant to Section 603 of the law amending Section 5A of the U.S. Housing Act to require PHAs five-year and annual PHA Plans to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking as well as members of the victims and immediate families from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim.

The Gila County Housing Authority has established policies to support and assist victims of domestic violence and protect tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

The Violence against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply to our agency administering the Section 8 programs and to owners renting to families under Section 8 rental assistance programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenants household or any guest or other person under the tenants control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenants family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

The Gila County Housing Services is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a household. Partnerships in the networking include Horizon Services (Safe Home) and the Community Action Program. Some of the examples of assistance are assisting in Rent or Utilities payments and assisting victims in need of help who want to remove themselves from life threatening situations. The Gila County Section 8 Program has not had any participants who have needed this help, but it is offered to many residents in the Gila County Area

**Gila County
Section 8~
Housing Choice Voucher Program
Payment Standards**

**Gila County Payment Standards
At 100% of the
Fair Market Rents**

0 Bedroom ~	\$487
1 bedroom ~	\$570
2 Bedroom ~	\$750
3 bedroom ~	\$1030
4 bedroom ~	\$1061

Effective November 1, 2011



RESOLUTION NO. 12-03-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS PHA (PUBLIC HOUSING AUTHORITY) ANNUAL PLAN FOR FISCAL YEAR 2012 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency Annual Plan for Fiscal Year (FY) 2012.

WHEREAS, Gila County has held a public hearing to receive public comment on the Annual Plan for FY 2012. The Annual Plan has also been reviewed by the Section 8 Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS that:

- The Gila County Housing Annual Plan for Fiscal Year 2012 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plan and related regulations.

PASSED AND ADOPTED this 3rd day of April 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has revised its Agency Annual Plan for the Fiscal Year 2012 in compliance with the Quality Housing and Work Responsibility Act of 1998. The Plan is available for review at the Housing Department located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00 a.m. To 5:00 p.m. In addition, a public hearing will be held on April 3, 2012 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Comments on this Plan must be submitted in writing no later than March 16, 2012 to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

Gila County Board of Supervisors
Marian Sheppard, Chief Deputy Clerk of the Board

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.



Regular BOS Meeting**Meeting Date:** 04/02/2013**Submitted For:** Mary Stemm, Library Assistant
Senior**Submitted By:** Mary Stemm, Library Assistant Senior,
Asst County Manager/Library District**Department:** Asst County Manager/Library District **Division:** Library District

InformationRequest/Subject

Proclamation No. 2013-02 proclaiming April 14-20, 2013, as the Week of the Young Child™

Background Information

The Week of the Young Child™ is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 80,000 members and a network of over 300 local, state, and regional affiliates.

The purpose of the Week of the Young Child™ is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs.

NAEYC first established the Week of the Young Child™ in 1971, recognizing that the early childhood years (birth through age 8) lay the foundation for children's success in school and later life. The Week of the Young Child™ is a time to plan how we—as citizens of a community, of a state, and of a nation—will better meet the needs of all young children and their families.

The theme for the Week of the Young Child™ 2013 is Early Years Are Learning Years®.

Evaluation

NAEYC designates the Week of the Young Child™ dates and theme, but events are planned and implemented by local communities. Celebrations are organized and coordinated by regional, state, and local NAEYC affiliates, and by individual early childhood programs and community organizations providing services to young children and families.

Local communities may tailor celebrations to meet their own needs. For example, while NAEYC traditionally designates a Week of the Young Child™, some groups generate so much enthusiasm and support that they celebrate the "Month of the Young Child." Others have modified the dates of their celebration to coordinate with other community scheduled events.

However adapted, the central purpose remains unchanged—to promote the needs of young children, their families, and the early childhood programs that serve them.

Conclusion

Today we know more than ever before about the importance of children's earliest years in shaping their learning and development. Yet, never before have the needs of young children and their families been more pressing.

The Week of the Young Child™ is a time to recognize that children's opportunities are our responsibilities, and to recommit ourselves to ensuring that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote their early learning.

Therefore it is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation No. 2013-02 proclaiming April 14-20, 2013, as the Week of the Young Child™ in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 2013-02 to proclaim April 14-20, 2013, as the Week of the Young Child™ in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2013-02 proclaiming April 14-20, 2013, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona. **(Hazel Chandler)**

Attachments

Week of the Young Child Proclamation 2013-02



PROCLAMATION NO. 2013-02

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 14-20, 2013, AS THE WEEK OF THE YOUNG CHILD™ IN GILA COUNTY.

WHEREAS, the First Things First Gila and San Carlos Apache Regional Councils, Central Arizona Association for the Education of Young Children and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 14-20, 2013; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Gila County, Arizona; and

WHEREAS, teachers, librarians and others who make a difference in the lives of young children in Gila County, Arizona deserve thanks and recognition; and

WHEREAS, all young children and their families across the country and in Gila County, Arizona deserve access to high-quality early education and care; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures;

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Gila County Board of Supervisors, do hereby proclaim April 14-20, 2013 as the Week of the Young Child™ in Gila County, Arizona. We encourage all citizens to work to make a good investment in early childhood in Gila County Arizona.

PASSED AND ADOPTED this 2nd day of April 2013.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Michael A. Pastor, Chairman

Tommie C. Martin, Vice-Chairman

John D. Marcanti, Member

ARF-1748

Regular Agenda Item 4- B

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Jacque Griffin, Asst. County
Manager/Librarian

Submitted By: Mary Stemm, Library Assistant Senior,
Asst County Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2013 Budgeted?: Yes

Contract Dates July 1, 2013 - June 30, 2014 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Grantee Agreement GRA-RC004-14-0616-01 Between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District, July 1, 2013 - June 30, 2014

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is a government to government agreement with the Gila Regional Council. It is a 12-month contract that shall become effective on July 1, 2013, and shall terminate on June 30, 2014. This grant is renewable for two additional twelve- month periods. Total funds available are \$65,000 for the first funding period and renewal will be contingent upon satisfactory contract performance, evaluation and continued available funding. This agreement continues the Early Literacy strategy begun by the previous First Things First Parent Education Community-Based Training Grant for the fiscal years 2011 through 2013.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Additionally, library staff have heard only positive comments regarding the training provided to parents on the importance of early literacy skills and the importance of reading to their children. At this time, 1,706 children ages birth to five are enrolled in this program and receive books each month to foster the importance of reading, the six pre-reading skills, and provide parents with material to read each month. The public libraries are continuing to tailor and adapt programming geared at these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

Community liaisons will continue outreach to parents of children ages birth to five years of age throughout areas served by the Gila Regional Council of First Things First.

Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents, and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant renewal has a goal of enrolling 1,800 children in this program. This agreement continues what the first three-year cycle of First Things First grants started.

Recommendation

The Gila County Library District recommends that the Board of Directors approve this government to government agreement for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$65,000 for fiscal year July 1, 2013, through June 30, 2014.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors) Information/Discussion/Action to approve Grantee Agreement GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$65,000 for fiscal year July 1, 2013, through June 30, 2014. **(Jacque Griffin)**

Attachments

Gila Regional FTF Grant Application

Legal Explanation

GRANTEE AGREEMENT

GRA-RC004-14-0616-01

**Between The
Gila Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
GILA COUNTY LIBRARY DISTRICT**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Gila Regional Partnership Council (hereinafter referred to as the grantor) with the responsibility of administering funds.

THEREFORE, it is agreed that the grantor shall provide funding to Gila County Library District (hereinafter referred to as the grantee) for services under the terms of this grant.

I. Purpose of the Grant

The purpose of this grant is to specify the responsibilities and procedures for the grantee role in administration of funds provided by First Things First.

II. Term of the Grant, Renewal

- A. This is a 12 month contract and shall become effective on July 1, 2013 and shall terminate on June 30, 2014. This grant is renewable for two (2) additional twelve (12) month periods, total funds available are \$65,000 for the first funding period, and renewal will be contingent upon satisfactory contract performance, evaluation and continued available funding.
- B. This grant shall not bind nor purport to bind the grantor for any contractual commitment in excess of the original grant period.

III. Description of Services

The grantee shall provide the following services for the grantor as approved and summarized below:

- A. All parents and families can benefit from an increased awareness of early childhood development including early language and emergent literacy and of how to best

support development. (Refer to Exhibit A, Scope of Work Reference, Statement of need, for a full description.)

- B. The First Things First Parent Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. (Refer to Exhibit A, Scope of Work Reference, Description of the strategy and Exhibit B, the Parent Outreach and Awareness Standards of Practice for a full description.)
- C. This strategy will be implemented at local libraries within the Gila region to serve 1,800 children birth to five in the Gila Region through 100 workshops to be held and 21,600 children's books distributed. The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County. (Refer to Exhibit A, Scope of Work Reference, Target Population to serve.)
- D. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit C).
- E. Adhere to the First Things First Data Security Guidelines (Exhibit D).
- F. Submit all attachments provided by First Things First (Attachments A – I) and comply with the narrative responses to the Scope of Work questions, the Implementation Plan and approved Line Item Budget.
NOTE: The narrative responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted for review prior to when this grant becomes final and is signed by First Things First. Submission is required by April 1, 2013.
- G. Agencies and departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. Quarterly Program Narrative and Data Submission Reporting Requirements

At a minimum, grantees shall submit quarterly, one Program Narrative Report and three Data Submission Reports (one per month) by the 20th of the month following the quarter via the First Things First Partner Grant Management System (PGMS). Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

A. Quarterly Programmatic Narrative & Data Submission Reports are due:

1 st Quarter (July 1, 2013 – September 30, 2013)	Due: October 20, 2013
2 nd Quarter (October 1, 2013 – December 31, 2013)	Due: January 20, 2014
3 rd Quarter (January 1, 2014 – March 31, 2014)	Due: April 20, 2014
4 th Quarter (April 1, 2014 – June 30, 2014)	Due: July 20, 2014

The final programmatic report as submitted shall be marked Final.

V. Grant Administration and Operation

- A. **Key Personnel.** It is essential that the grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this grant. The grantee must assign specific individuals to the key positions, when possible or submit an official position description for which candidates must qualify. Once assigned to work under the grant, if key personnel are removed or replaced, written notification (Staff Change Notification Form and applicable resumes) shall be sent to First Things First via the Partner Grant Management System (PGMS) Communication Log.
- B. **Orientation.** A mandatory orientation will be scheduled during the first quarter after awards are made to provide information required to manage the grant.
- C. **Records.** Pursuant to A.R.S. §35-214 and §35-215, the grantee shall retain and shall contractually require each subgrantee to retain all data and other “records” relating to the acquisition and performance of the grant for a period of five years after the completion of the grant. All records shall be subject to inspection and audit by First Things First at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- D. **Confidentiality of Records.** The grantee shall establish and maintain procedures and controls that are acceptable to the grantor for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subgrantee under this grant shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the grant. The grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the grantee as needed for performance of duties under this grant, unless otherwise agreed to in writing.
- E. **Non-Discrimination.** The grantee shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
- F. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this grant and five (5) years thereafter, the grantee’s or any subgrantee’s books and records shall be subject to audit by First Things First and, where applicable, the Federal Government,

to the extent that the books and records relate to the performance of the grant or subgrant.

In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, expending Federal Grants from all sources totaling \$500,000 or more, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." If more than \$500,000 has been expended in federal dollars, a copy of the audit report for the previous fiscal year must be submitted with your application.

- G. **Fund Management.** The grantee must maintain funds received under this grant in separate ledger accounts and cannot mix these funds with other sources. The grantee must manage funds according to applicable regulations for administrative requirements, cost principles and audits. The grantee shall maintain proper audit trails for all reports related to this grant. First Things First reserves the right to review all program records.
- H. **Fiscal Responsibility.** It is understood and agreed that the total amount of the funds used under this grant shall be used for the project(s) and scope of work outlined in this grant. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the grantee shall be for only the amount of dollars actually spent by the grantee. For any funds received under this grant for which expenditure is disallowed by an audit exception by the grantor, the state, or federal government, the grantee shall reimburse said funds directly to the grantor immediately.
- I. **Availability of Funds.** If, for any reason, funding in the current state fiscal year is not available, First Things First may take any of the following actions: 1) Accept a decrease in price offered by the grantee; 2) Cancel the grant; or 3) Cancel the grant and re-solicit the requirements.

Funds are not presently available for performance under this grant beyond the current fiscal year. Any future obligation of First Things First under this grant is conditioned upon the availability of funds allocated and awarded for the payment of such obligation. If funds are not allocated and available for the continuance of this grant, this grant may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- J. Advertising, Publishing and Promotion of Grant. The grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- K. Review of Printed Material. First Things First reserves the right to review and approve all grantee publications and/or media funded or partially funded through this grant. All grantee publications funded or partially funded through this grant shall recognize First Things First as the funding source. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this grant.

The grantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the grantee describing programs or projects funded under this grant, in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First. First Things First will post any applicable updated communications protocol information under the Grantee Resources section of PGMS.

- L. Property of the State. Any materials and data required to be collected, delivered or created under this grant, including but not limited to reports, computer programs and other deliverables, are the sole property of the State (First Things First.) The grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The grantee shall not use or release these materials without the prior written consent of First Things First.
- M. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this grant and any related subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this grant shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subgrantee(s). The grantee, on behalf of itself and any subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by grantee or its subgrantee(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this grant.

- N. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the grant. Further, the grantee shall flow down this requirement to all subgrantees utilized during the term of the grant. First Things First shall retain the right to perform random audits of grantee and subgrantee records or to inspect papers of any employee thereof to ensure compliance. Should First Things First determine that the grantee and/or any subgrantee be found noncompliant, First Things First may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the grant for default and suspension and/or debarment of the grantee.
- O. E-Verify Requirements. In accordance with A.R.S. § 41-4401, the grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
- P. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, the grantee certifies that the grantee does not have scrutinized business operations in Sudan or Iran.
- Q. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the grant. This provision applies to work performed by subgrantees at all tiers.

VI. Grant Interpretation

- A. Arizona Law. The laws of Arizona apply to this grant including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Grant Terms. Each provision of law and any terms required by law to be in this grant are a part of this grant as if fully stated in it.
- C. Relationship of Parties. The grantee under this grant is an independent grantee. Neither party to this grant shall be deemed to be the employee or agent of the other party to the grant.
- D. Severability. The provisions of this grant are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant.

- E. **No Parole Evidence.** This grant is intended by the parties as a final and complete expression of their grant. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- F. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the grant shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- G. **Entire Grant.** This grant and its attachments/exhibits constitute the entire grant between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except in writing, signed by all parties. However, the grantor shall have the right to immediately amend this grant so that it complies with any new legislation, laws, ordinances, or rules affecting this grant.
- H. **Confidentiality of Grantee's Information.** The grantee acknowledges that confidentiality provided in A.R.S. § 41-1505.06 (D) and 41-1505.07(J) may be waived with the grantee's consent, and grantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, the grantee understands and consents to disclosure of any information submitted to the grantor that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the grantee or any person or organization involved in the project(s), including the grant application and supporting materials, unless such information or materials are clearly marked as "confidential."

VII. Grant Revisions

- A. **Program or Budget Modifications.** Requests for program and/or budget modifications must be submitted via the First Things First Partner Grant Management System (PGMS) Communication Log and approval received **prior** to the implementation of any the modifications.
- B. **Amendments.** If it is deemed that the program or budget modification request would alter the scope of work and budget described herein, whether by modification or supplementation, then the modification must be accomplished by a formal written amendment signed and approved by and between the duly authorized representatives of the grantee and grantor. No other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the grant.

- C. Subgrants. The grantee shall not enter into any subgrant under this grant for the performance of this grant without the advance written approval from First Things First. The grantee shall clearly list any proposed subgrantees and the subgrantee's proposed responsibilities. The subgrant shall incorporate by reference the Terms and Conditions of this grant. The grantee agrees that no subgrant that the grantee enters into with respect to performance under this grant shall in any way relieve the grantee of any responsibility for performance of its duties.
- D. Assignment and Delegation. The grantee shall not assign any right nor delegate any duty under this grant without the prior written approval of First Things First. First Things First shall not unreasonably withhold approval.

VIII. Risk and Liability

A. Indemnification.

1. Indemnification - Patent and Copyright. The grantee shall indemnify and hold harmless First Things First against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by First Things First of materials furnished or work performed under this grant. First Things First shall reasonably notify the grantee of any claim for which it may be liable under this paragraph. If the grantee is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
2. Grantee/Vendor Indemnification (Not Public Agency). The parties to this grant agree that First Things First, its departments, Board and Councils shall be indemnified and held harmless by the grantee for the vicarious liability of First Things First as a result of entering into this grant. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this grant is responsible for its own negligence.
This indemnity shall not apply if the grantee or subgrantee(s) is/are an agency, board, commission or university of the State of Arizona.
3. Grantee/Vendor Indemnification (Public Agencies Only). Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

- B. **Insurance Requirements.** The grantee and subgrantees shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the grantee, his agents, representatives, employees or subgrantees.

The insurance requirements herein are minimum requirements for this grant and in no way limit the indemnity covenants contained in this grant. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the grantee from liabilities that might arise out of the performance of the work under this grant by the grantee, its agents, representatives, employees or subgrantees, and grantee is free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance.** The grantee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000
 - a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 - b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the grantee".
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this grant.

- Combined Single Limit \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the grantee, involving automobiles owned, leased, hired or borrowed by the grantee".
 - b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.

Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$500,000
 - Disease – Each Employee \$500,000
 - Disease – Policy Limit \$1,000,000
 - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.
 - b. This requirement shall not apply to separately, EACH grantee or subgrantee exempt under A.R.S. §23-901, AND when such grantee or subgrantee executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
 - a. In the event that the professional liability insurance required by this grant is written on a claims-made basis, the grantee warrants that any retroactive date under the policy shall precede the effective date of this grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this grant is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this grant.

2. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the grantee, even if those limits of liability are in excess of those required by this grant.

The grantee's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the grantee shall not be limited to the liability assumed under the indemnification provisions of this grant.

3. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this grant shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
4. **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the grantee from potential insurer insolvency.
5. **Verification of Coverage.** The grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this grant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
6. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this grant must be in effect at or prior to commencement of work under this grant and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this grant, or to provide evidence of renewal, is a material breach of this grant.
7. All certificates required by this grant shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The

State of Arizona project/grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

8. Subgrantees. The grantees' certificate(s) shall include all subgrantees as insureds under its policies or grantee shall furnish to the State of Arizona separate certificates and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum requirements identified above.
9. Approval. Any modification or variation from the insurance requirements in this grant shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant amendment, but may be made by administrative action.
10. Exceptions. In the event the grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

C. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this grant if and to the extent that such party's performance of this grant is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- Late performance by a subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - Inability of either the grantee or any subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this grant.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- D. Third Party Antitrust Violations. The grantee assigns to First Things First any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the grantee, toward fulfillment of this grant.

IX. Compliance with Applicable Laws

The services supplied under this grant shall comply with all applicable federal, state and local laws, and the grantee shall maintain all applicable licenses and permit requirements.

- A. Sectarian Requests. Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instructions.
- B. Restrictions of Lobbying. The grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of First Things First, state government or the federal government if that action may have an impact, of any nature, on this grant.
- C. Licenses. The grantee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the grantee.

- D. Fingerprinting. Pursuant to A.R.S. §41-1758, the grantee will obtain fingerprint cards and/or background checks as applicable. This grant may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to children, discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any criminal offenses in this state or similar offenses in another state or jurisdiction.

X. State's Contractual Remedies

- A. Right to Assurance. If First Things First in good faith has reason to believe that the grantee does not intend to, or is unable to perform or continue performing under this grant, the First Things First Fiscal Specialist may demand in writing that the grantee give a written assurance of intent to perform. Failure by the grantee to provide written assurance within the number of days specified in the demand may be, at First Things First's discretion, the basis for terminating the grant under the Terms and Conditions or other rights and remedies available by law or provided by the grant.
- B. Stop Work Order.
1. First Things First may, at any time, by written order to the grantee, require the grantee to stop all or any part, of the work called for by this grant for period(s) of days indicated by First Things First after the order is delivered to the grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the grantee shall resume work. First Things First shall make an equitable adjustment in the delivery schedule or grant price, or both, and the grant shall be amended in writing accordingly.
- C. Nonconforming Tender. Materials or services supplied under this grant shall fully comply with the grant. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of this grant. On delivery of nonconforming materials or services, First Things First may terminate the grant for default under applicable termination clauses in the grant, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- D. **Right of Offset.** First Things First shall be entitled to offset against any sums due the grantee, any expenses or costs incurred by First Things First, or damages assessed by First Things First concerning the grantee's non-conforming performance or failure to perform the grant, including expenses, costs and damages described in the Terms and Conditions.
- E. **Non-Exclusive Remedies.** The rights and the remedies of First Things First under this grant are not exclusive.

XI. Grant Termination

- A. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. §38-511, First Things First may cancel this grant within three (3) years after grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the grant on behalf of First Things First is or becomes at any time while the grant or an extension of the grant is in effect an employee of or a consultant to any other party to this grant with respect to the subject matter of the grant. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant as provided in A.R.S. §38-511.
- B. **Cancellation for Failure to Perform.** Failure by the grantee to adhere to any provision of this grant or its attachments in the time and manner provided by this grant or its attachments shall constitute a material default and breach of this grant and First Things First may cancel, at its option, this grant upon prior written notice.

First Things First may issue a written ten (10) day notice of default to the grantee for acting or failing to act including but not limited to any of the following:

1. The grantee provides personnel that do not meet the requirements of this grant or are of an unacceptable quality.
2. The grantee fails to perform adequately the services required in this grant.
3. The grantee fails to furnish the required product or services within the time stipulated in this grant.
4. The grantee fails to make progress in the performance of the requirements of the grant and/or gives a positive indication that the grantee will not or cannot perform to the requirements of this grant.

If the grantee does not correct any problem(s) within ten (10) days after receiving the notice of default, First Things First may cancel the grant. If First Things First cancels the grant pursuant to this clause, First Things First reserves all rights or

claims to damage for breach of the grant and the grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

- C. **Gratuities.** First Things First may, by written notice, terminate this grant, in whole or in part, if First Things First determines that employment or a gratuity was offered or made by the grantee or a representative of the grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the grant, an amendment to the grant, or favorable treatment concerning the grant, including the making of any determination or decision about grant performance. First Things First, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the grantee.
- D. **Suspension or Debarment.** First Things First may, by written notice to the grantee, immediately terminate this grant if First Things First determines that the grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subgrantee of any public procurement unit or other governmental body. Submittal of a grant application or execution of a grant shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify First Things First.
- E. **Termination for Convenience.** First Things First reserves the right to terminate the grant, in whole or in part at any time, when in the best interests of First Things First without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all subgrantees of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First upon demand. The grantee shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- F. **Termination for Default.**
 - 1. In addition to the rights reserved in the grant, First Things First may terminate the grant in whole or in part due to the failure of the grantee to comply with any term or condition of the grant; to acquire and maintain all required insurance policies, bonds, licenses and permits; to make satisfactory progress in performing the grant; or failure to comply with the Data Security Guidelines. First Things First shall provide written notice of the termination to the grantee.

2. Upon termination under this paragraph, all materials, documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First on demand.
3. Upon termination of this grant, First Things First may procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this grant. The grantee shall be liable to First Things First for any excess costs incurred by First Things First in procuring services in substitution for those due from the grantee.

G. Continuation of Performance through Termination. The grantee shall continue to perform, in accordance with the requirements of the grant, up to the date of termination, as directed in the termination notice.

XII. Grant Claims

All grant claims or controversies under this grant shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

XIII. Arbitration

The parties to this grant agree to resolve all disputes arising out of or relating to this grant through arbitration, after exhausting applicable administrative review, to the extent it is determined that this is a public works contract under A.R.S. § 12-1518, except as may be required by other applicable statutes.

XIV. Counterparts

This grant may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one grant.

XV. Authority to Execute this Grant

Each individual executing this grant on behalf of the grantee represents and warrants that he or she is duly authorized to execute this grant.

XVI. Notices

All notices, requests, demands or communications by either party to this grant, pursuant to or in connection with this grant shall be in writing to the respective parties at the following address:

The grantee shall submit notices relative to this grant to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

The grantor shall address all notices relative to this grant to:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

An authorized First Things First representative and an authorized grantee representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the grant shall not be necessary

XVII. IN WITNESS WHEREOF

The parties hereto agree to execute this grant.

**FOR AND BEHALF OF
Gila County Library District**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Michael A. Pastor, Chairman

Rhian Evans Allvin
Chief Executive Officer

Date

Date

Approved as to Form

Bryan Chambers, Deputy Attorney Principal

Attachment A

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Parent Education Community-Based Training

Contact Person Jacque Griffin

Address 1400 E Ash St. Position Library District Director

Address _____ Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone 928-402-8770 Ext _____

County Gila Fax 925-425-3462

Employer Identification Number: 86-6000444

Agency Classification: _____ State Agency ☒ County Government _____ Local Government _____ Schools
_____ Tribal _____ Faith Based _____ Non Profit _____ Private Organization _____ Other

Have you previously conducted business with First Things First using this EIN? ☒ Y ☐ N

*If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application*

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 6, 8
*Go to <http://www.azredistricting.org> and click on Final Maps to identify your
congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 0.00

Agency's fiscal year-end date: June 30

Agency's accounting method: _____ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☒ Y ☐ N

Contact information for firm conducting agency audit:

Audit firm: Criston Larson Allen LLP

Address: 1201 S Alma School Rd., Mesa, AZ 85210

Phone: 480-615-2300

B. Proposed Program Information/Description:

Amount requested: \$65,000

Service area of proposed program: The communities of Gila County and Tribal Lands including the Tonto Apache Tribe, not including the portion of the Fort Apache Indian Reservation within Gila County, and not including the portion of the San Carlos Apache Indian Reservation with Gila County

Target population of proposed program: 2321 (children birth to 5 years) per 2010 U.S. Census Data

Number of books distributed: 21,600

Number of local resource guides distributed: n/a

Number of workshops held: 10

Number of events held: n/a

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five.

Community Liaisons will conduct outreach in locations where parents of children ages birth to five years of age might be found. During the first four months of the fiscal year. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child.

Gila County Library District will persist in its collaborative efforts with the Gila County WIC program, Battered Women's shelters, Teen Pregnancy Programs, and local hospitals striving to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: Jacque Griffin

Position: Library District Director

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: igriffin@gilacountyaz.gov

Phone: 928-402-8770 Ext. _____ Fax: 928-425-3462

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator

Agency: <u>Gila County WIC</u>	Contact Person: <u>Paula Horn</u>
Address: <u>5515 S Apache Ave</u>	Position: <u>Deputy Director Prevention</u>
Address: _____	Email: <u>phorn@gilacountyaz.gov</u>
City, State, Zip: <u>Globe, AZ 85501</u>	County: <u>Gila</u>
Phone: <u>928-402-8813</u> Ext. _____	Fax: _____

Collaborator

Agency: <u>Teen Outreach Pregnancy Services (TOPS)</u>	Contact Person: <u>Charlene Becker</u>
Address: _____	Position: _____
Address: _____	Email: <u>charlene.becker@topsaz.org</u>
City, State, Zip: _____	County: _____
Phone: <u>1-480-668-8800</u> Ext. _____	Fax: _____

Collaborator

Agency: <u>Family First Pregnancy Care Center and Family Diaper Bank</u>	Contact Person: _____
Address: <u>508 Thorne Ave</u>	Position: _____
Address: _____	Email: _____
City, State, Zip: <u>Winkelman, AZ 85192</u>	County: <u>Gila</u>
Phone: <u>520-269-9152</u> Ext. _____	Fax: _____

Collaborator

Agency: <u>New Beginnings</u>	Contact Person: <u>Amy Plunkett</u>
Address: <u>701 S Ponderosa St, Suite A</u>	Position: _____
Address: _____	Email: _____
City, State, Zip: <u>Payson, AZ 85541</u>	County: <u>Gila</u>
Phone: <u>(928) 474-7466</u> Ext. _____	Fax: _____

Collaborator

Agency: <u>Time Out Shelter</u>	Contact Person: <u>Camille Levee</u>
---------------------------------	--------------------------------------

Address: P.O. Box 306 Position: Executive Director
Address: _____ Email: _____
City, State, Zip: Payson, AZ 85547 County: Gila
Phone: 928-472-8007 Ext. _____ Fax: 928-472-8747

Collaborator

Agency: Gila County Safe Home Contact Person: _____
Address: Confidential Position: _____
Address: _____ Email: _____
City, State, Zip: Globe, AZ 85501 County: _____
Phone: 928-402-0648 Ext. _____ Fax: _____

Collaborator

Agency: Globe Public Library Contact Person: Marion Steele
Address: 339 S Broad St Position: Library Director
Address: _____ Email: msteele@gcldaz.org
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-425-6111 Ext. _____ Fax: _____

Collaborator

Agency: Hayden Public Library Contact Person: Mary Lopez
Address: PO BOX 99 Position: Library Manager
Address: _____ Email: _____
City, State, Zip: Hayden, AZ 85135 County: Gila
Phone: 520-356-7031 Ext. _____ Fax: _____

Collaborator

Agency: Isabelle Hunt Memorial Library Contact Person: Becky Waer
Address: PO BOX 229 Position: Library Manager
Address: _____ Email: beckywaer@gmail.com
City, State, Zip: Pine, AZ 85544 County: Gila

Phone: 928-476-3678 Ext. _____ Fax: _____

Collaborator

Agency: Miami Memorial Library Contact Person: Delvan Hayward

Address: 282 S Adonis Ave Position: Library Manager

Address: _____ Email: dhayward@gcldaz.org

City, State, Zip: Miami, AZ 85539 County: Gila

Phone: 928-473-2621 Ext. _____ Fax: _____

Collaborator

Agency: Payson Public Library Contact Person: Emily Linkey

Address: 328 N McLane Rd. Position: Director

Address: _____ Email: elinkey@gcldaz.org

City, State, Zip: Payson, AZ 85541 County: Gila

Phone: 928-474-9260 Ext. _____ Fax: _____

Collaborator

Agency: Tonto Basin Public Library Contact Person: Kathy Womack

Address: PO BOX 368 Position: Library Manager

Address: _____ Email: ksmith@gcldaz.org

City, State, Zip: Tonto Basin, AZ 85553 County: Gila

Phone: 928-479-2355 Ext. _____ Fax: _____

Collaborator

Agency: Young Public Library Contact Person: Elizabeth J Hutton

Address: PO BOX 150 Position: Library Manager

Address: _____ Email: ejhutton@gcldaz.org

City, State, Zip: Young, AZ 85554 County: Gila

Phone: 928-462-3588 Ext. _____ Fax: _____

Attachment B

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: <i>Deborah Leverance</i> Title: <i>Evaluator/Surveyor</i> FTE on this project: <i>.02</i>	<i>Technology Integration Specialist, July 2011 to present ; Teacher, August 2009 to June 2011 ; Holy Angels School Principal, 2005 to June 30, 2009 ; Assistant Principal, 2000 to 2005 ; Liberty High School Instructor, 2000 to 2005 ; Holy Angels' Teacher, 1995 to 2005</i>
Name: <i>TBA</i> Title: <i>Hayden/Winkelman Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Hayden Public Library ; Hayden / Winkelman Area Community Liaison</i>
Name: <i>TBA</i> Title: <i>Northern Gila County Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community outreach for Payson/Star Valley/Pine-Strawberry</i>
Name: <i>TBA</i> Title: <i>Globe/Miami Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community Liaison for Globe/Miami/Wheatfields</i>
Name: <i>TBA</i> Title: <i>Tonto Basin Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Tonto Basin/Gisela/Roosevelt</i>

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

*Gila County Library District
Job Title
Early Literacy Community Outreach Liaison
Temporary Part-time*

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years.

This includes taking the early literacy experience to populations that do not have direct access to

a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 1. Maintains patron confidentiality in compliance with Arizona state law.*
- 5. Conducts early literacy outreach for parents/caregivers of children, birth to five years.*
- 6. Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.*
- 7. Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.*
- 8. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.*
- 9. Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.*
- 10. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.*
- 11. Prepares monthly reports and forwards as directed.*
- 12. Performs other related and necessary duties as assigned.*

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.*
- Education and/or experience in early literacy programming.*
- Proficiency with word processing and email.*
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks*

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

Deborah Diana Leverance

654 North Cochise Street

Globe, Arizona 85501

928-701-2580

dleverance@gmail.com

EDUCATOR EXPERIENCE

Technology Integration Specialist, July 2011 to present

Gila County Education Service Agency, Facilitate the effective training of Gila County teachers in the area of the integration of educational technology.

Teacher, August 2009 to June 2011

Southern Gila County Preparatory Academy, Research, develop and deliver higher level curriculum units for classes of

highly-motivated students in grades three through eighth. Work with teachers throughout the county to suggest and facilitate implementation of effective classroom strategies, simplify access to a variety of standard-enhancing resources

and working with teachers exploring alternative approaches to meeting the needs of challenging students.

Principal, 2005 to June 30, 2009

Holy Angels School, private school community with 150 students in grades pre-kindergarten through eighth.

Assistant Principal, 2000 to 2005

Holy Angels School, Responsible for curriculum review, professional development, grant writing, technology planning and implementation, oversight of school improvement process, school emergency planning.

Evening Instructor, 2000 to 2005

Liberty High School, Worked alone in the evening program for students who could not adjust to daytime classes due to

behavior issues, parenting obligations, or because of participation in the work/study program, Responsible for transcript analysis for new students, course design to meet student needs and state standards, Monitored and recorded student progress and developed community resources to provide variety and motivation.

Teacher, 1995 to 2005

Holy Angels School, Sixth grade homeroom, math teacher grades 5 - 8. Student Council Advisor, Science Olympiad Coach, Chair of two Accreditation/Self-evaluation teams, (1996, 2002) Special Education and federal programs teacher/coordinator

Teacher, 1994 to 1995

Saint Charles Mission School, Kindergarten

Substitute Teacher, 1993 to 1994

Globe and San Carlos School Districts

Library Assistant and Chapter I Clerk, 1993 to 1994

Holbrook School District

EDUCATION AND PROFESSIONAL DEVELOPMENT

Differentiated Instruction: It's Not Your Average Process, Participant, 2009, 2010

Masters of Education in Catholic School Leadership, Marymount University, 2008

National Board Teacher Certification, Middle Childhood Generalist, 2002

Northern Arizona University, Special Education Certification training, 2002

Arizona School Service through Educational Technology, Master Teacher Training, 2001

Bank of America Exemplary Teachers for Arizona, Arizona State University, 1999 - 2000

Environmental Protection Agency Institute for Teachers, Morgan State University, 1998

Prescott College, Elementary Education, Teacher certification program, 1995, 4.0 GPA

University of Arizona, Literature for Adolescents, 1992

Northern Arizona University, B.S., Business Administration, Management, 1983, Magna cum Laude

Attachment C

Narrative Questions and Responses

To complete your Application, provide a narrative response that addresses each of the items below.

- a) Provide a description of the program being proposed.

The Gila County Library District will continue to oversee a collaborative early literacy effort among the District, Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, Tonto Basin Public Library, Young Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by conducting outreach presentations to parents/caregivers at various locations throughout Gila County. The District will enroll the children of the parents/caregivers who attend the information sessions in "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled.

- b) *This project will build on the work that the public libraries already do regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in story times and other preschool activities in the library setting.*

- c) *Library staff at the public libraries and the District office will register eligible children based upon residence (determined by zip code) and birthdates, enter the data in the Imagination Library database, pay the monthly invoice (average of \$ 28 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. The Project Director, will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at libraries in the service area will be involved in enrolling children and assisting with the collection of evaluation data. The Project Director, Community Liaisons and the public library staffs will promote the project in the libraries and in other venues and at events that happen in each of the communities. The Community Liaisons may offer parent and caregiver trainings in the local areas. Gila County Library District staff will provide additional parent and caregiver trainings in partnership with the Gila County Health Department WIC offices and throughout the service area.*

- d) *The Gila County Library District staff and the staff at the local public libraries will be actively involved in enrolling children at the libraries, at other venues and at community events throughout service area of the Gila Region Council in order to*

access hard-to-reach families. Library District staff has already set up a collaborative effort with the Gila County Health Department WIC program which provides contact and training for 400 families countywide. Where many WIC programs around Arizona are experiencing a decline in the number of families served, Gila County WIC program has been experiencing an increase in service population. Other access points for reaching families will be at community events in each local community, social service agencies, and typical stopping places for parents such as grocery stores, churches, and doctor's offices.

- e) *Outcomes will be measured according to the performance measures required by First Things First as outlined in the Scope of Work of the Grantee Agreement. Information will be gathered through a May survey mailed to the families participating in the program.*

- f) *The District will continue to contract with Deborah Leverance to conduct a survey of the Kindergarten Teachers at all schools located in the service area during the months of August and September to determine how many children enter kindergarten ready to learn to read.*

- g) Identify and describe the target population to be served by the proposed strategy, including:
 - Population demographics, i.e. all children birth through five, infants and toddlers, families of infants, early childhood professionals, etc.

The Library District will use the data in the table below to to concentrate on families that have not been reached.

Target Areas	2010 Census Data Birth to 5 yrs.	Enrollments in Imagination Library *	Target Population Reached
Globe/Miami	1101	899	82%
Hayden/Winkelman	78	118	151%
Payson/Star Valley/Gisela	953	915	96%
Pine/Strawberry	55	70	127%
Tonto Basin/Roosevelt	108	67	62%
Young	17	29	170%

** Totals include all children registered although 641 have aged out of the program.*

- Target Service Number based on the Unit of Service(s) included in the scope of work above.

As of March, 1707 children are enrolled and receiving books. 641 children have reached their fifth birthday and have graduated from the program. Gila County Library District will target 1800 (78%) children ages birth to five within the area served by the First Things First Gila Regional Council.

- How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

The Dolly Parton Imagination Library is a unique early years book gifting programmed that mails a brand new, age-appropriate book to enrolled children every month from birth until five years of age, creating a home library of up to 60 books and instilling a love of books and reading from an early age.

- Recruitment and outreach efforts, engagement and retention practices for the targeted population.

Due to the success of last year the library district will continue to use Community Liaisons to conduct outreach to parents of children birth to age 5 years by promoting early literacy at various venues throughout Gila County, i.e., community events, storefronts, parks, parents meetings, and any other location where parents might be found during the first four months of the fiscal year.

- h) Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

A building will not be necessary as our Community Liaison set up information booths where ever they can. Community Liaisons will need to ask permissions and arrange scheduling with businesses within their communities. The Gila County Library District has an existing verbal agreement with the Gila County WIC Program to promote the early literacy program in their clinics and register children.

- i) Identify barriers to providing the service or program proposed and plans for addressing these barriers. Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

Because this program has been ongoing for the last three years, there are no foreseeable barriers. The District will repeat the hiring process through the

Human Resources Department of Gila County. Temporary Part-Time Positions will be advertised in the local newspapers of each community in order to recruit the best personnel for the positions.

- j) Describe in this section the plan and resources necessary to meet First Things First basic reporting requirements, maintain data securely and confidentially, obtain client and any necessary tribal approvals for First Things First data submission and ensure that ongoing data collection is used within the grantee institution to ensure fidelity and overall effectiveness (see Exhibit D, Data Security Guidelines).

All data collected for the Dolly Parton Imagination Library Program is stored in the online book order system of the Program. All registration forms are shredded after the information contained within has been entered into the book order system at <http://www.imaginationlibrary.com/> . Data will be used to deliver books to children and mail the annual parent survey.

Attachment D

IMPLEMENTATION PLAN: July 1, 2013 – June 30, 2014

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire Community Liaisons & Evaluator(Survey taker)	Recruit Liaisons & Evaluator	Jacque Griffin/Gila County HR Dept.	June 2013	
	Hire Liaisons & Evaluator		July 2013	Online applications
	Add new staff to FTF PGMS	Mary Stemm	July 2013	Filed with FTF PGMS
	Collect timesheets from Liaisons	Mary Stemm	Weekly on Mondays	Filed with Gila County Payroll (Finance Dept)
Timesheets/Payroll	Process reimbursement request for Payroll from FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Mandatory meeting between GCLD Library Staff, Evaluator and Liaisons to plan the promotion of Early Literacy Programming	Jacque Griffin	July 2013	Sign-up Sheet will be utilized
Promotion of Early Literacy Programming in Gila County	Register Children for Imagination Library	Community Liaisons	July 2013 through November 2014	Registration forms will be turned over to Mary Stemm for input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	Community Liaisons	July 2013 through November 2014	Liaisons will report to Mary Stemm for quarterly narrative.
Input Imagination Library Registrations into Dollywood	Data Input for new registrations	Mary Stemm	Monthly	Found on IL System online http://www.imaginationlibrary.com/

Foundation Site	Data updates for change of address	Mary Stemm	Monthly	Handled online through IL System
Invoicing	NCOA Alerts for "Bad" addresses	Mary Stemm	Monthly	Monthly reports online 2 nd week of each month.
	Process invoices for book orders from Dollywood Foundation Imagination Library	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	Mary Stemm	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS
Data / Narrative Reports	Report Trainings to District Staff	Liaisons	Monthly	Email Mary Stemm
	Upload Data Report to FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Mary Stemm	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Evaluator / Surveyor	August 2013	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Evaluator / Surveyor	September 2013	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2013	Filed with FTF PGMS

Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Mary Stemm	April 2013	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Mary Stemm	June 2013	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison staff	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at WIC Clinics and take new registrations for Imagination Library	WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison staff	Daily as the need arises	Filed with FTF PGMS quarterly reports

Instructions for Attachments E and F

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period of July 1, 2013 through June 30, 2014 using the template provided in Attachment E. In addition, include a budget narrative that describes the line item budget as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under state or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel-related costs for these trainings and meetings should be included in the applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received **prior** to the implementation of any of the modifications.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment E

Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: July 1, 2013 – June 30, 2014

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$11,312.31
Salaries	5 Community Liaisons	11,312.31	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$963.68
Fringe Benefits or Other ERE	Social Security, Medicare, Employee Comp.	963.68	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$50,400.00
Contracted Services	Dollywood Foundation Imagination Library Books	50,400.00	
TRAVEL		Travel Sub Total	\$
In-State Travel			
Out of State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$800.00
Subgrants or Subcontracts to organizations/agencies/entities	Kindergarten Evaluator	800.00	
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$1524.00
• General Office Supplies	2000 Labels for Registration Forms	26.00	
• Postage	1500 postcards and letters for parent survey	1170.00	
• Printing/Copying	Printing 1500 Letters, postcards & envelopes	328.00	
• Program Materials			
• Program Supplies			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
Total		\$	\$65,000.00

Authorized signature

Jacque Griffin

Date 3/27/2013

Attachment F

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include a narrative explanation for the budget categories and subcategories that are in the line item budget.***

Personnel Services: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

Community Liaisons for 4 areas, Globe-Miami, Hayden-Winkelman, Payson-Star Valley-Pine-Strawberry, and Tonto Basin-Roosevelt will be hired on a temporary part-time basis by Gila County at a gross rate of \$17.25 per hour (before 7.65% for FICA and Social Security and Tax to be determined by the employee). Funds spent on each liaison will be determined by the percentage of the target population in each area.

Community Areas	New Census Data Birth to 5 yrs.	Percent	\$17.25 per hour	Hours
Globe/Miami	1101	45	5090.54	295
Hayden/Winkelman	78	5	565.62	32.79
Payson/Star Valley/Pine Strawberry	1008	45	5090.53	295
Tonto Basin/Roosevelt	108	5	565.62	32.79

Total **\$11,312.31**

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County provides matching funds for FICA at 6.2% (\$761.11), Medicare at 1.45% (\$178.02) and funds for Workers Comp. Insurance at .20% (\$24.55).

Total cost = \$963.68

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$28.00/year per child with a goal of 1800 (78%) = \$50,400.

Travel: Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/>) for both in-state and out-of-state travel.

Aid to Organizations or Individuals: In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.

Funds will be used to contract with an evaluator at the rate of \$20.00 hour in order to conduct a survey of all the Kindergarten teachers at all the schools to find out how many children entered school in August 2013 unprepared for reading readiness. \$800.00 is set aside for this.

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

2000 Labels for Registrations Forms to apply FTF Brand and statement of FTF's reporting requirements "To comply with reporting requirements of the funding source, I grant permission to Gila County Library District to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First" at an estimated cost of \$26.00

Postage for 1500 surveys (letters and return address postcards) for parents estimated at \$1170.00

Printing for 1500 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at \$327.97.00

Total **\$1,524.00**

Authorized signature _____ Date _____

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES*

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
No additional funding is included in this program			
TOTAL:		0.00	

*This table should include only those funds that will support the program detailed in this application.

Authorized Signature: Jacque Griffin Date: 3/21/2013

Job Title: Gila County Librarian

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of applicant: Gila County Library District

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	<input type="radio"/> Not applicable for State of Arizona agencies
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input checked="" type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e., 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input checked="" type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input checked="" type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared by: Amanda Roady

Job title: Sr. Accountant

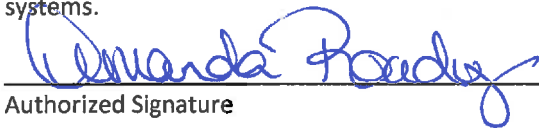
Date: March 19, 2013

Phone/Fax: 928-402-4219

Email: aroady@gilacountyaz.gov

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.


Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the section and question number next to each comment.

Number of attachments (please number each attachment): _____

COMMENTS:

Attachment J

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance
Number of books distributed	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports.
Number of workshops held/proposed	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of events held/proposed number	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of children receiving books	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of adults attending workshops	Signup sheet at workshops Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports

Exhibit A

Scope of Work Reference/Information

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children age five and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First Board and the 31 Regional Partnership Councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids age five and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The Regional Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and

throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
5. % of children with newly identified developmental delays during the kindergarten year.
6. #/% of children entering kindergarten exiting preschool special education to regular education.
7. #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
8. #/% of children receiving at least six well child visits within the first 15 months of life.
9. #/% of children age 5 with untreated tooth decay.
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being.

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of Need

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community

Survey in 2008 also indicate that parents can benefit from clear, research-based information to help them support their child.

Research shows that the first three years of life are a period of incredible growth in all areas of a baby's development. A newborn's brain is about 25 percent of its approximate adult weight. By age three, it has grown dramatically by producing billions of cells and hundreds of trillions of connections, or synapses, between these cells. While we know that the development of a young child's brain takes years to complete, we also know there are many things parents and caregivers can do to assist children to get off to a good start and establish healthy patterns for life-long learning.

The Gila Regional Partnership Council is aware that children from the region are not arriving to school with the literacy skills they need in order to succeed and that a high number of children in the region are living in poverty therefore prompting them to continue to fund this strategy in SFY2014-2015. The Regional Council also knows that, as reported in the Needs and Assets report, 27.1% of all live births reported for the region in 2010 were born to mothers that had not achieved a high school diploma causing concern among the Regional Council that mothers may not be as excited to read to their child.

FTF Parent Outreach and Awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. The Gila Regional Partnership Council would like this strategy to continue to implement the Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Council that families get excited about reading to their children and have a home environment rich with books.

Description of Strategy Including Standards of Practice

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

Parent outreach and awareness activities include the following:

- A. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets,

brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

- B. Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent's knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.
- C. Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message "read with your child every day", includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents' attention to the issue and further create interest in seeking out the listed resources.

The grantee in the Gila region will:

- ✓ Implement Parent/ Family Workshops to provide information on the topic of early literacy.
 - ✓ Implement Resource Distribution to provide children's books for young children and their families to keep at home.
- NOTE:** Earned Media and Paid Advertising is not part of this Gila regional Parent Outreach Awareness strategy
- ✓ Deliver the program at community locations convenient and easily accessible for families through the Gila County Library District. Family participation is voluntary and must be provided free of charge to the family.
 - ✓ Carry out the program model in accordance with the First Things First Parent Outreach and Awareness Standards of Practice, refer to Exhibit B.

First Things First School Readiness Indicators Related to This Strategy

First Things First (FTF) is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

First Things First Goal Area to Be Addressed

- Family Support and Literacy

Target Population to Serve

Services will be provided to 1,800 children birth to five in the Gila Region through 100 workshops to be held and 21,600 children's books distributed.

Geographic Area

Programs funded under this agreement must provide services to children who reside throughout the region through local Gila libraries.

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. Coordination and collaboration is described as two or more organizations working together in the delivery of programs and services to a defined population. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service, which results in higher quality services and cost efficiency. Successful Applicants must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to engaging with other partners delivering the same or similar programs and services; clarifying target populations and outcomes; and defining processes and plans to reach desired outcomes. Depending upon the strategy, there may be local or statewide collaborative meetings which the Applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Applicants should plan the appropriate staffing and budget to support travel to and attendance at meetings within the regional area or at statewide meetings, as appropriate.

Quality Assurance Assessment

First Things First Quality Assurance (QA) system involves a continuum of performance and programmatic monitoring. The QA process is a team approach in collaboration with grant partners. A strength-based, comprehensive QA assessment will be used to evaluate the implementation of the strategy Standards of Practice and to support grant partners through technical assistance that addresses specific issues and concerns. The results of the QA process have the potential to inform and strengthen the development of the Standards of Practice and the early childhood development and health system. Successful Applicants agree to actively participate in the QA process, which will involve a strategy specific QA assessment conducted by First Things First QA specialists during an on-site visit typically once during a contract cycle (every three years or so). The QA process includes adequate notice through pre-visit communication, the on-site visit and discussion and follow-up report.

Program Specific Data Collection and First Things First Evaluation

Successful Applicants agree to participate in the First Things First evaluation and any program specific evaluation or research efforts, including collaboration with evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment and demographic information. In addition, Applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on site and successful applicants must collaborate with First Things First led and initiated evaluation activities to encourage parent consent for data collection. Data collection and First Things First evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this RFGA. When services are provided to more than one region (multi-regional strategies), the grantee must collect and store client data for each region served through the grant agreement.

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. We further recognize Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to First Things First must be obtained.

Successful Applicants must have capacity to collect and submit First Things First data requirements, securely and confidentially store client data, obtain client and any necessary tribal approvals for First Things First data submission and utilize data to assess progress in achieving desired outcomes of the proposed strategy (see Exhibit D, Data Security Guidelines). Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by First Things First to determine the key impacts of the strategies, programs and approaches being implemented.

Unit of Service and related Target Service Number:

A Unit of Service is a First Things First designated indicator of performance specific to each First Things First strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or

a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the First Things First strategy Home Visitation, the First Things First Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All First Things First applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

All successful Applicants will be provided with data reporting requirements by First Things First and will meet the requirements of the First Things First evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the First Things First secure web portal known as PGMS. The First Things First data reporting requirements for this strategy can be found at:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- **21,600 books distributed**
- **0 local resource guides distributed**
- **100 workshops held**
- **0 events held**

Performance Measures:

- **Number of books distributed/proposed number**
- **Number of local resource guides distributed /proposed number**
- **Number of workshops held/proposed number**
- **Number of events held/proposed number**
- **Number of children receiving books**
- **Number of adults attending workshops**

- Number of adults attending event
- Number of paid media
- Number of earned media
- Number of impressions
- Number of education reinforcement items distributed

For more information on First Things First Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>



Standards of Practice

Parent Outreach and Awareness

I. Strategy Description

Recognizing that parents and families are their young child's first and most important teacher, family support is a component of Arizona's comprehensive early childhood system. Within family support, a continuum of strategies exists to meet the universal needs of all families to the targeted needs of families who may be at risk, such as English language learners, teen parents, and low income families. Information gaps exist that have implications for how adults interact with and raise young children. Providing specific knowledge and tools about the importance of early interactions in healthy brain development is the first step in assisting parents in making choices that will support and optimize their child's development.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

It is important to note that increasing general public awareness of the importance of early childhood is not the objective of the parent outreach and awareness strategy. Instead, increasing general public awareness falls under the purview of the FTF statewide *community* awareness strategy, while this parent outreach and awareness strategy is targeted *specifically for and directly to parents*.

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination* 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the

national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey (INSERT DATE) also indicate that parents can benefit from clear, research-based information to help them support their child.

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. For example, if a community has data that indicates parents and families are not reading regularly with their young children, a parent outreach and awareness strategy may be an appropriate approach to increase families' awareness about the importance and value of daily reading activities through messaging, story times at the local library that may also include a book distribution component or book club, and identification of additional community resources.

Outreach and awareness alone, in most cases though, may not be sufficient to change parent behavior. While parents' awareness has increased, as noted in the example above, parents may not have the resources or tools to effectively implement the change. Parents may be aware of the need to read to children, but that does not mean that they can actually read to their child (adult literacy), feel that they know how to read to their young child (e.g., which books are developmentally appropriate; how to read to a child at different developmental stages) or that they have access to books (e.g., may not be able to afford books; may not live close to a library or have transportation). These are some of the considerations in determining whether to implement an outreach and awareness strategy.

Parent outreach and awareness activities include the following:

- D. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

- E. **Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent’s knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.
- F. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message “read with your child every day”, includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents’ attention to the issue and further create interest in seeking out the listed resources.

II. Standards of Practice

A. Implementation Standards

Utilize a family centered and strengths-based approach.

1. Provide parents and families with readily accessible information about child development and child health, including one or more of the following topics:
 - The domains of child development (social emotional, language and communication – including emergent literacy, cognitive, physical and motor development), including understanding when to have concerns related to children’s development;
 - The parents’ role as the child’s primary teachers and partners in the education of their children;
 - Appropriate child-adult interactions and development of positive and supportive parenting skills;
 - Early language and emergent literacy including typical early language and emergent literacy development for infants, toddlers and preschoolers and the importance of reading daily with their young child including maintaining a literacy-rich home environment;

- The impact of media and the importance of limited screen time (TV, computers, smart phones, pads and tablets, video games) for young children;
 - Child health information and/or community resources for child health including topics such as preventative health care and wellness, developmental and sensory screening, immunizations, oral health, injury prevention, and nutrition;
 - Available community resources such as the Women, Infants and Children Program (WIC), food banks, employment services or adult education, early intervention services, school programs, child care resource and referral, libraries, parent education classes, home visitation programs, and health care including oral health;
 - Parent tips and resources on how to use toys and other educational items to enrich interactions with their child, but not substitute interactions between adult and child.
2. All information provided through media, resource distribution and/or workshops must be evidence based, developmentally appropriate, culturally responsive and strengths based. Activities implemented must take into account local families and children's needs, desires, histories, lifestyles, concerns, strengths, resources, culture, ethnicity, and priorities. In addition, appropriate developmental guidance is to be provided to parents and families on behalf of their very young children when providing workshops or distributing information. Information provided to families is to be offered to parents and families in a manner that strengthens early relationships with infants/toddlers and young children. Print materials must be provided at a 5th grade reading level using common language and resources and information provided must be accurate and regularly updated to ensure information is current. **Permission for the use of copyright materials must be documented and cited.**

Workshops are flexible and continually responsive to emerging family and community issues.

1. Structured workshop activities must be accessible for families by being provided at times and locations that are convenient for families including weekend and evening hours.
2. Workshops should be manageable in size and have appropriate staffing patterns.

For adult-only sessions, there shall be a maximum of 50 participants with a ratio of 1 staff per 25 adult participants (2 staff: 50 adult participants). Room size and space must be adequate to support the number of adults participating.

3. Open and honest communication is supported and opportunities for formal and informal feedback are integrated into the structure of the workshop.
4. Confidentiality is maintained with workshops being respectful of family members and protective of their legal rights.
5. Families are engaged as partners to ensure that the program is beneficial by providing families the opportunity to provide regular input and feedback in programmatic planning

to better meet their needs.

6. Staff Standards

- Staff developing materials or providing workshops demonstrate extensive knowledge of the community, the culture, and the community's resources.
- The length of employment and experience/education are reflective of high quality staff. Supervisory staff are required to have a minimum of a Bachelor's degree in early childhood development, education, family studies, social work, nursing or a closely related field.
- The grantee must establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- All staff work as a team, modeling respectful relationships consistent with program goals and whose top priority is the well-being of families and children.
- Staff skills and abilities are regularly assessed to ensure they are able to engage families while maintaining a professional rapport.
- Ongoing staff development/training on the FTF Parent Outreach and Awareness Standards of Practice principles is provided.
- Ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally is provided.
- Supervisors work with staff to prepare professional development plans.

Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

1. Mechanisms to assess program effectiveness and ability to implement quality improvements must be demonstrated.
2. Participation in data collection and reporting of performance measures to First Things First is required.

B. Branding and Earned and Paid Media Standards

1. All parent outreach and awareness activities will adhere to the FTF communications guidelines including branding protocols which can be found in the http://ftf/teams/communication/Most%20Used%20Materials/Communications_Toolkit.pdf, The toolkit is a "living document" and is not meant to be downloaded. Appendix One to this document outlines the Table of Contents of the

Communications Toolkit and provides readers a comprehensive view of the tools available.

2. Earned media activities are to center around various topics that raise parent awareness, including: identification of an awareness gap as a community issue to be addressed; announcement of a new program or service to help change a parent's behavior; new or updated research about the behavior identified for change; milestones achieved in changing behaviors; and/or a success story about a specific child or family benefitting from a service. All earned media must include: early childhood information that illustrates how the behavior change benefits the education/health of young children and information on how to access additional information or support in changing the behavior. See the FTF branding protocols for additional requirements.
3. Paid advertising must be research-based, outcome focused and professionally developed. Development of such a campaign can cost upwards of \$200,000, in addition to the cost of placing the advertising (actually paying for the billboard, cinema or newspaper ad, television or radio spot, etc.). Advertising that seeks to change behavior requires significant repetition in order to achieve market saturation (ensuring that people see or hear the message enough times to change behavior). In addition, strategies and tactics must be in place to support those who are willing to move from awareness to action (change behavior). Before a paid advertising campaign is utilized as an approach for parent awareness and outreach the following information is necessary:
 - Information about the root cause of the issue to be addressed (is it really a need for awareness, or something else);
 - Is the source of the information credible (specific issue or anecdotal information);
 - Evidence that the paid advertising will change this behavior;
 - Sufficient resources are available to achieve the saturation required to effect change; and
 - Strategies/tactics that will be implemented in addition to the paid advertising that will support behavior change (moving from awareness to action).

When an existing paid advertising effort is being utilized, information on the following is required:

- Length of time the current creative has been used;
- The financial investment in the current campaign and where has it been used (specific markets) to determine effectiveness for the target population and geographic region proposed under this strategy;
- Evidence that the campaign has had an impact on behavior AND in the markets where the campaign was used (for example, for a campaign that sought to increase immunization rates, did immunization rates go up in that area when the campaign was in use?);
- Identification of other activities that were in place to support the paid advertising campaign and their effect on the impact achieved; and

- Knowledge of and understanding of the ability for co-branding or adding additional calls to action; restrictions on paid media time vs. gratis media time; and, restrictions on copyright use.

C. Cultural Competence

Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

- Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
- Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
- Early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members' effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices, and in their preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children."
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> ;
<http://www.naeyc.org/positionstatements/linguistic>
- Service providers should understand that individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments. It is highly recommended that service providers seek guidance from one or more of these

sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.

- Programs will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.

Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.

Exhibit C

First Things First Target Units of Service Information Parent Outreach and Awareness

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Parent Outreach and Awareness**, the units of service are:

- Number of books distributed**
- Number of local resource guides distributed**
- Number of workshops held**
- Number of events held**

Determining and Interpreting Target Service Numbers

Number of books distributed should reflect the total number of books to be distributed for one grant contract period (in most cases, one year). If book distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of local resource guides distributed should reflect the total number of local resource guides to be distributed for one grant contract period (in most cases, one year). If local resource guide distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of workshops held should reflect the total number of workshops for parents targeted to be held for one grant contract period (in most cases, one year). A workshop is a one-time informational session for parents/ families to increase awareness about child development or child health topics. If conducting workshop is not proposed as part of your contract, reflect zero as the target service number.

Number of events held should reflect the total number of events for parents targeted to be held for one grant contract period (in most cases, one year). An event involves a one-time dissemination of information to the public about child development or child health topics. If

conducting events is not proposed as part of your contract, reflect zero as the target service number.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For **Parent Outreach and Awareness**, performance measures are:

Number of books distributed/proposed number

Number of local resource guides distributed /proposed number

Number of workshops held/proposed number

Number of events held/proposed number

Number of children receiving books

Number of adults attending workshops

Number of adults attending event

Number of paid media

Number of earned media

Number of impressions

Number of education reinforcement items distributed

Exhibit D

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1749

Regular Agenda Item 4- C

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Jacque Griffin, Asst. County
Manager/Librarian

Submitted By: Mary Stemm, Library Assistant Senior,
Asst County Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates July 1, 2012 -June 30, 2013 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Renewal Grantee Agreement No. GRA-RC029-13-0533-01 between San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District for San Carlos Region Early Literacy

Background Information

The Gila County Library District has been offered a renewal for the Grantee Agreement from the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) to provide early literacy outreach through a "Parent Outreach and Awareness Strategy" for the families and children age birth to five living on the San Carlos Apache Reservation. This reimbursement grant is for the period July 1, 2013, through June 30, 2014, in the amount of \$80,000.

Evaluation

This grant renewal will allow us to continue offering the residents of Gila County who live in the area covered by the San Carlos Regional Council a quality evidence based early literacy program to parents of children birth to age five. The Library District staff will continue to assist the San Carlos Library with programming geared to these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read. Currently 400 children are registered with the Dolly Parton Imagination Library Program and each receiving a free book monthly by mail.

A Community Liaison will continue outreach to parents of children ages birth to five years of age throughout areas served by the San Carlos Regional Council of First Things First.

The District will strive to complete the "Parent/Family Workshop" piece of the Scope of Work listed in the original grant by presenting Baby Time Brain Times and Pre-school Story Hours to parents and children ages birth to five years of age.

One final note: this government to government renewal does not at this time require a signature page. The approval and signature page will be forthcoming as soon as the First Things First State Board meets to approve this years grant renewals. We will return to you for final approval and signatures at a later date as yet to be determined.

Conclusion

This renewal allows the Library District the opportunity and ability to provide early literacy training and materials to children ages birth to five in Gila County. This renewal has a goal of enrolling 800 children in this program and providing children's early literacy programing on the San Carlos Apache Reservation.

Recommendation

The Gila County Library District recommends that the Board of Directors approve this Renewal Agreement between the Gila County Library District and the San Carlos Apache Regional Partnership Council, and Arizona Early Childhood Development and Health Board (First Things First) in the amount of \$80,000 for the period July 1, 2013, through June 30, 2014.

Suggested Motion

Information/Discussion/Action to approve the renewal of Grantee Agreement No.

GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of \$80,000 for the period July 1, 2013, through June 30, 2014. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

San Carlos Regional FTF Renewal Grant

FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION

DATE: March 8, 2013

TO: Gila County Library District

FROM: Maria A. Soto
Fiscal Specialist

RE: Renewal Information

Fiscal Year 2013 grant awards are approaching renewal consideration from the First Things First San Carlos Apache Regional Partnership Council. Receipt of this packet does not guarantee renewal of the grant award; it indicates eligibility for renewal consideration. First Things First may renew grant awards based on a number of factors including past performance and response to this renewal package.

If renewed, you will continue to be responsible for adherence to all terms and conditions set forth in the original Request for Grant Application (RFGA) or grant agreement. This includes compliance with the appropriate standards of practice; program implementation; as well as timely submission of data and narrative reports and financial reimbursements.

Attached, please find the renewal package for First Things First Grant Programs that includes instructions and the following attachments:

- Attachment A** - Program Implementation Questions
- Attachment B** - Program Implementation Plan
- Attachment C** - Line Item Budget and Budget Narrative
- Attachment D** - Key Personnel
- Attachment E** - Disclosure of Other Funding
- Attachment F** - First Things First Standard Agency Information Collection Form
- Attachment G** - Data Security Guidelines and Requirements for Collaborators (revised)

After completing Attachments A – F and submitting them to First Things First, the package will be reviewed and funding recommendations will be made to the San Carlos Apache Tribe Regional Partnership Council as well as the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations to the Regional Partnership Council and/or Board of First Things First. Grant awards will be in effect from July 1, 2013 through June 30, 2014. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal packages must be **received by April 1, 2013 by 3:00pm** and submitted to my attention via email, msoto@azftf.gov, or standard mail, to 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012. For questions, please contact me via email or at (602) 771-5083.

Thank you.

First Things First
Grant Renewal Package Instructions
July 1, 2013 – June 30, 2014

Your First Things First (FTF) grant is eligible for a program renewal by extending the previous 2013 fiscal year grant award. Programs proposed for the 2014 fiscal year cannot be different in scope than the previous grant award.

Grantee Name:	Gila County Library District
FTF Grant Number:	GRA-RC029-13-0533-01
Strategy Name:	Parent Outreach and Awareness
Data Template(s) Assigned:	Parent Outreach and Awareness
Eligible Renewal Amount:	\$80,000.00 The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-F. Attachment G, Data Security Guidelines, has been revised and replaces previous versions.

Program Implementation Questions (Attachment A)

Provide a narrative response to each question in Attachment A.

Program Implementation Plan (Attachment B)

Provide an updated implementation plan for the 2014 fiscal year. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2014 Budget Forms (Attachment C – must include both the line item budget and budget narrative)

Key Personnel (Attachment D)

List all staff that will be paid from this grant program during the 2014 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the Partner Grant Management System (PGMS) home page.

Disclosure of Other Funding Sources (Attachment E)

List any other funding utilized for this program administered by your agency.

First Things First Standard Agency Information Collection Form (Attachment F)

Please complete all sections detailing:

- The main, program, financial and evaluation contact information for PGMS access to the 2014 grant.
- The **Target Service Number(s)** to be served/completed in 2014 for all identified strategies.
- A brief program description to be used for public descriptions of First Things First funded programs.

Standards of Practice Updates: Utilizing the standards of practice are part of the requirements for the award and implementation of your grant program. They represent FTF's intent for the implementation of a specific strategy. Prior authorization is needed if the program deviates from the standards of practice. Grantees are responsible for reviewing and implementing the most recent updates to the standards of practice, located in the [FTF Strategy Toolkit](#).

Model Programs that Require Certification and Accreditation: It is the grantee's responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp. Additionally, First Things First will post any applicable grantee requirement and updated Communications Protocol information under the Grantee Resources folder in PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

First Things First may request verification for any grantee or subgrantee performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, First Things First may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

Data Security: All grantees must have a data security policy in force, which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction. All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. Refer to **Attachment G**, Data Security Guidelines and Requirements for Collaborators, for more information.

Program Performance and Data Reporting Requirement Updates: First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First include proposed renewal information; submission of data related to performance measures and target service units; prior program performance; information provided in program narrative reports; and financial/expenditure information. Regional Partnership Councils utilize this information to continue strategic planning efforts and identify annual funding priorities; to assist with renewal decisions; to develop new or modified strategies; to review the impact that programs have had in the region and state; as well as achievements in system building.

Grantee Data Reporting Requirements are identified in each grant and can be accessed in the

[FTF Strategy Toolkit](#). Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be *received* by **April 1, 2013 at 3:00pm** and submitted via email or standard mail:

Maria A. Soto, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
msoto@azftf.gov
(602) 771-5083

Or

Marjorie Bennett, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
mbennett@azftf.gov
(602) 771-5084

Attachment A

Program Implementation Questions

Provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval.

- 1. Provide a brief narrative description of your proposed program that will be implemented in SFY14. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description.**

Consider the following for inclusion in the narrative description:

- a) If your program received approved modifications, please describe how those modifications will continue to be implemented in SFY 2014.**
- b) If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in the upcoming fiscal year.**

In addition to the current push to locate parents of children ages birth through five years of age for enrollment in the Dolly Parton Imagination Library Books Program, Gila County Library District would like to propose the following modifications moving forward in FY 2014.

- Increase staff by one part-time Early Literacy Programming Coordinator that would present Baby Time Brain Time and Pre-School Parent/Child Storytime in the San Carlos Library and other venues as yet to be determined within the communities of the San Carlos Apache Indian Reservation. These workshops would utilize the existing Brain Boxes as well as well as other program materials. As an incentive to attend the workshops, nutritious snacks will be served for the children. This staff person would answer to the Library District Librarian. This modification would aid in meeting the requirements for 75 workshops noted in the Target Service numbers. In addition this modification would provide more opportunities for reinforcement of the important message of Early Literacy to the parents of children birth to five years of age.*
- As a second modification, the District would like to provide program supplies for the enhancement of the above mentioned workshops. Such supplies would include craft supplies, age appropriate storybooks, a felt story board kit, a children's library rug to provide an environmental friendly location to hold presentations, ABC Phonic carpet squares for focus points, children's music compact discs and compact disc player, art supplies, and nutritional snack foods. The supplies would be used in any programming the Early Literacy Programming Coordinator deemed necessary.*
- Due to the lag time in receiving the first book (6-8 weeks) from Dolly Parton Imagination Library, we would like to continue to give every child a beginning book (The Little Engine That Could) or if multiple children in a family are*

registered by a parent at the same time, one starting book and a promo-age appropriate book for the other child(ren) when each child is first registered, so that parents can begin practicing the early literacy skills learned as soon as possible. This allows each family to have an immediate “take home” to reinforce both the importance of reading and the program itself.

- *Gila County Library District will continue a satisfaction survey of all parents with children enrolled in the Imagination Library Program in the early spring of 2014.*

c) If there are no modifications or no planned modifications, please indicate no modifications necessary and provide a brief description of the existing program implementation.

2. Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement.

Gila County Library District will continue to collect data from the Dolly Parton Imagination Library Book Order Program, our community liaison, and the San Carlos Public Library Staff. This data will be used to concentrate efforts to find children that have not yet been registered in the program. Data collected from the upcoming parent survey this spring will help us to understand if our program is effective, and we will be able to make adjustments as necessary.

ZIP CODES	2010 U.S. CENSUS CHILDREN UNDER 5 YR	IMAGINATION LIBRARY REGISTRATIONS*	% SERVED
85530 (BYLAS)	237	22	10
85542 (PERIDOT)	409	125	31
85550 (SAN CARLOS)	557	238	43

** The table above shows the number of children ages birth to five years of age that have been registered in Imagination Library.*

Attachment B

Program Implementation Plan 2014

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire Community Liaison and Children's Programming Coordinator	Recruit Liaison and Children's Programming Coordinator	Jacque Griffin/Gila County HR Dept.	July 2013	
	Hire Liaison and Children's Programming Coordinator	Jacque Griffin/Gila County HR Dept.	July 2013	Online applications
	Add new staff to FTF PGMS	Mary Stemm	July 2013	Filed with FTF PGMS
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation	Mandatory meeting between GCLD Library Staff, San Carlos Librarian, Children's Coordinator, and Liaison to plan the promotion of Early Literacy Programming	Jacque Griffin	July 2013	Sign-up Sheet will be utilized
Registration of Children into Imagination Library	Register Children for Imagination Library	Community Liaison	July 2013 through June 2014	Registration forms will be input in IL System
	Locate Venues for Reaching Children whose parents don't come to library	Community Liaison	July 2013 through June 2014	Liaison will report to Mary Stemm for quarterly narrative.
San Carlos Apache Regional Partnership Council Meetings	Join San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative and attend scheduled meetings.	Community Liaison Gila County Library District Staff	Bi-monthly meetings	Meeting calendar and meeting agendas
Early Literacy Programming	Hold Baby Time Brain Time at San Carlos Library	Children's Programming Coordinator	Weekly	Sign-in sheets

	Evaluate Survey Responses	Liaison	September 2013	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2013	Filed with FTF PGMS
Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Mary Stemm	April 2013	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Mary Stemm	June 2013	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Continue one on one training w/parents	Public Librarian, Community Liaison	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment C (Instructions)

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2013 through June 30, 2014 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Attachment C

Line Item Budget

While you must use this format, you may reproduce it in Word or Excel. Limit your budget line items to the budget categories listed below.

Budget period: July 1, 2013 – June 30, 2014

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$24,219.00
Salaries	Community Liaison	13,455.00	
	Early Literacy Program Coordinator	10,764.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$1,901.20
Fringe Benefits or Other ERE	Social Security	1,501.58	
	Medicare	351.18	
	Worker's Comp.	48.44	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$33,880.00
Contracted Services	Dollywood Foundation Imagination Library Books	33,880.00	
TRAVEL		Travel Sub Total	\$890.00
In-State Travel	2000 miles @ .44 ½ per	890.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$6,793.18
• General Office Supplies	2000 labels	26.00	
	Copy paper	39.00	
	Ink	130.00	
	Business Card Stock	29.00	
• Food	Nutritious Snacks for 75 workshops @ \$30 per.	2,250.00	
• Postage	Postage for surveys	624.00	
• Printing/Copying	800 surveys printing	216.18	
• Program Materials	Craft Supplies	675.00	
• Program Supplies	ABC Phonic Squares	150.00	
• Promo Materials	1000 Registration Brochures	450.00	
• Incentives	680 Little Engine That Could 162	1428.00	
	Promo-Library Books	270.00	
• Shipping	Shipping for 23 Cases @ \$22.00 per	506.00	
CAPITAL EQUIPMENT		Capital Equipment Sub Total	\$
Equipment \$5,000 or greater in value			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$2,200.00
Equipment \$4,999 or less in value	Laptop with wireless capabilities	1,500.00	
	Children's Library Rug	450.00	
	Steel storage cabinet	250.00	
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$69,883.38
Indirect/Admin Costs		\$	\$
Total		\$	\$69,883.38

Authorized signature

Jessie Shiff

Date

3/13/21

Attachment C (Continued)

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12-month line item budget categories and subcategories.***

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

Community Liaison for the San Carlos Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.65% and tax withheld as determined by the employee) The community liaison will be working 15 hours per week x 52 weeks= \$1,3455.00.

Early Literacy Program Coordinator will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.65% and tax withheld as determined by the employee). The program Coordinator will be working 12 hours per week x 52 weeks = \$10,764.00

Total = \$24,219.00

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

Gila County provides matching funds for FICA at 6.2% (\$1,501.58), Medicare at 1.45% (\$351.18) and funds for Workers Comp. Insurance at .20% (\$48.44).

Total cost = \$1,901.20

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$28.00/year per child with a goal of 1,210 children.

Total = \$33,880.00

Travel: Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants must use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel).

Travel monies will be set aside for the liaison and the Early Literacy Program Coordinator to travel from their community to Globe in order to meet with the Gila County Library Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/caregivers. Travel monies will also be reserved for travel for the liaison and the Early Literacy Program Coordinator to do outreach in the communities of Cutter, Peridot and Bylas at least once a month.

Travel for outreach 2000 miles @ .44 ½ per mile = \$890.00

Total = \$890.00

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

Due to the lag time in receiving a book (6-8 weeks), we would like to continue to give every child a beginning book (The Little Engine That Could) or if multiple children in a family are registered by a parent at the same time, one starting book and a promo-age appropriate book for the other children within the same family being registered so that parents can begin practicing the early literacy skills learned as soon as possible.

680 Little Engine That Could = \$1,428.00

162 Promo-Library Books = \$270.00

Shipping for 23 Cases @ \$22.00 per = \$506.00

1000 Registration Brochures in English: A vivid, 4 color registration brochure with a complete description of the program and room to include sponsor names and logos = \$450.00

Craft Supplies for workshops: colored paper, manila paper, crayons, markers, glue sticks, play dough, tempera paint, scissors, brushes, etc. = \$675.00

ABC Phonic Squares (carpet squares) for focal points for parent and child activities on the floor = \$150.00

800 Parent Survey Printing (envelopes, letters, postcards) = \$216.18

Parent Survey Postage (800 postcards: \$256 / 800 letters: \$368) = \$624.00

The following office supplies will be needed to make fliers and print Brain Box activities.

Copy paper = \$39.00

Printer Ink = \$130.00

Business card stock for Staff= \$29.00

Nutritious food snacks for 75 workshops @ \$30.00 each = \$2,250.00

2000 Labels for Registration Forms to apply FTF Brand and statement of FTF's reporting requirements

"To comply with reporting requirements of the funding source, I grant permission to Gila County Library District to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First" at an estimated cost of= \$26.00

Total = \$6,793.18

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Children's Library Rug \$450.00 for an environmentally friendly space to hold Baby Time Brain Time in the San Carlos Library as requested in the modification of the grant.

A steel storage cabinet is needed to safely store program supplies at the San Carlos Public Library. Cost \$250.00

Dell Latitude Laptop for use by the Community Liaison and the Early Literacy Program coordinator to keep in contact by email with the staff at the Gila County Library District. Laptop will have wireless capabilities in order to let the Community Liaison have access to the Dolly Parton Imagination Library Book Order System to register new children. Estimated cost \$1,500.00

Total = \$2,200.00

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program

costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature _____

Jacqueline Griffin

Date _____

3/21/13

Attachment D

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: TBA Title: Community Liaison FTE on this project: .4	Community Liaison for San Carlos, Peridot, and Bylas. Must be familiar with local communities
Name: TBA Title: Children's Program Coordinator FTE on this project: .4	Knowledge of Early Literacy Programming. Communicates well with Adults and Children alike.
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS.**

KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Gila County Library District
Job Title

Early Literacy Community Outreach

Temporary Part-time

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains patron confidentiality in compliance with Arizona state law.
5. Conducts early literacy outreach for parents/caregivers of children, birth to five years.
6. Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.
7. Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.
8. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.
9. Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.
10. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.
11. Prepares monthly reports and forwards as directed.
12. Performs other related and necessary duties as assigned.

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.
- Education and/or experience in early literacy programming.
- Proficiency with word processing and email.
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

Gila County Library District
Job Title

Children's Programming Coordinator

Temporary Part-time

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate weekly early literacy programming in the San Carlos Public Library and other community venues for parents of children ages birth to five years. This includes Baby Time Brain Time and Pre-school Story Time with parent and child.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains patron confidentiality in compliance with Arizona state law.
2. Conducts early literacy outreach for parents/caregivers of children, birth to five years at San Carlos Library and other community venues weekly.
3. Develops and implements a plan for providing Baby Time Brain Time and Pre-School Story Time at San Carlos Library and other community venues weekly.
4. Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.
5. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.
6. Seeks out opportunities and makes early literacy workshops to community groups. Focus on groups that include target populations.
7. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.
8. Prepares monthly reports and forwards as directed.
9. Performs other related and necessary duties as assigned.

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Education and/or experience in early literacy programming.
- Proficiency with word processing and email.
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A			
TOTAL: 0.00			

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment F

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Parent Outreach and Awareness

Agency Gila County Library District

Contact Person Jacque Griffin

Address 1400 E Ash St

Position Library District Director

Address _____

Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501

Phone 928-402-8770

Ext _____

County Gila

Fax 928-425-3462

Employer Identification Number: 86-6000444

Agency Classification: _____ State Agency _____ ☒ County Government _____ Local Government _____ Schools

_____ Tribal

_____ Faith Based

_____ Non Profit

_____ Private Organization

_____ Other

Have you previously conducted business with First Things First using this EIN? _____ ☒ Y _____ N

*If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application*

Congressional district (federal) in which agency provides most services:

District # 1,4

Legislative district (state) in which agency provides most services:

District # 6,7,8

*Go to <http://www.azredistricting.org> and click on Final Maps to identify your
Congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year?

\$ 0.00

Agency's fiscal year-end date: June 30th

Agency's accounting method: _____ ☒ Cash _____ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? _____ ☒ Y _____ N

Contact information for firm conducting agency audit:

Audit firm: Criston Larson Allen LLP

Address: 1201 S Alma School Rd., Mesa, AZ 85210

Phone: 480-615-2300

B. Proposed Program Information / Description:

Amount requested: \$69,883.38

Service area of proposed program: San Carlos Apache Indian Reservation (Zip Codes 85530, 85542, 85550)

Target population of proposed program: 1203 (Reference 2010 U.S. Census Data)

Lead Strategy - Parent Outreach and Awareness

There are assigned service units for the strategy award from First Things First. Given the listed service unit, provide a contracted number for FY 14.

Number of books distributed: 14,436

Number of events held: _____

Number of resource guides distributed: _____

Number of workshops held: 72

Important Items to NOTE:

If you are providing a Service Unit different than the FY 13 contracted number, provide a brief description explaining the change.

If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with "NA".

IMPORTANT: Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

C. Contact Information:

First Things First Partner and Grants Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: Jacque Griffin

Position: County Librarian

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: jgriffin@gilacountyaz.gov

Phone: 928-402-8770 Ext. _____ Fax: _____

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. Fax: 928-425-3462

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. Fax:

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. Fax:

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator



Agency: San Carlos Public Library

Contact Person: Emma Victor

Address: PO BOX 545

Position: Library Manager

Address: _____

Email: emma_victor@yahoo.com

City, State, Zip: San Carlos, AZ 85501

County: Gila

Phone: 928-475-2611 Ext. _____

Fax: _____

Collaborator



Agency: San Carlos Tribal Wellness Center Young Parent Program

Contact Person: Nina Bendle

Address: 5 San Carlos Blvd.

Position: Director

Address: _____

Email: nina.benle@scatwellness.net

City, State, Zip: San Carlos, AZ 85550

County: Gila

Phone: 928-475-4645 Ext. _____

Fax: _____

Collaborator



Agency: Gila County WIC

Contact Person: Paula Horn

Address: 5515 S Apache Ave

Position: Deputy Director Prevention

Address: _____

Email: phorn@gilacountyaz.gov

City, State, Zip: Globe, AZ 85501

County: Gila

Phone: 928-402-8813 Ext. _____

Fax: _____

Collaborator



Agency: Friends of the Globe Public Library

Contact Person: Jean Wynn

Address: 339 S Broad St

Position: President

Address: _____

Email: _____

City, State, Zip: Globe, AZ 85501

County: Gila

Phone: 928-425-6111 Ext. _____

Fax: _____

Collaborator



Agency: Globe Public Library

Contact Person: Marion Steele

Address: 338 S Broad St. Position: Library Manager
Address: _____ Email: _____
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-425-6111 Ext. _____ Fax: _____

Collaborator ☐ ☐
Agency: Safford City Graham County Library Contact Person: Leanne McElroy
Address: 808 7th Avenue Position: Director
Address: _____ Email: lmcelroy@ci.safford.az.us
City, State, Zip: Safford, AZ 85546 County: Graham
Phone: 928-425-6111 Ext. _____ Fax: _____

Collaborator ☐ ☐
Agency: Graham Greenlee Regional Partnership Council Contact Person: Shari Elkins
Address: 504 2nd Avenue Position: Regional Director
Address: _____ Email: selkins@azftf.gov
City, State, Zip: Safford, AZ 85546 County: Graham
Phone: (928) 428-0193 Ext. _____ Fax: _____

Collaborator ☐ ☐
Agency: Child and Family Resources, Inc. Contact Person: Michelle Pursley
Address: 301-B 4th Street Position: _____
Address: _____ Email: mpursley@cfraz.org
City, State, Zip: Safford, AZ 85546 County: Graham
Phone: 928-428-7131 Ext. _____ Fax: _____

Attachment G

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

ARF-1710

Regular Agenda Item 4- D

Regular BOS Meeting

Meeting Date: 04/02/2013

<u>Submitted For:</u> Adam Shepherd, Sheriff	<u>Submitted By:</u> Nancy Neumann, Executive Administrative Assistant, Sheriff's Office
<u>Department:</u> Sheriff's Office	
<u>Fiscal Year:</u> FY2014	<u>Budgeted?:</u> No
<u>Contract Dates</u> July 1, 2013 to	<u>Grant?:</u> Yes
<u>Begin & End:</u> June 30, 2014	
<u>Matching</u> No	<u>Fund?:</u> Renewal
<u>Requirement?:</u>	

Information

Request/Subject

Approval to submit a FY2014 Drug, Gang & Violent Crime Control Program Grant Application to the Arizona Criminal Justice Commission.

Background Information

The Gila County Sheriff's Drug, Gang, and Violent Crime Task Force (Task Force) has been in operation since its inception in 1988. Since 1988, Gila County has annually submitted a grant application to the Arizona Criminal Justice Commission (ACJC) for ACJC Drug, Gang & Violent Crime Control Program funds to be used for the Sheriff's Office Drug, Gang, and Violent Crime Task Force. Each year the ACJC has awarded grant funds to Gila County to help the salaries and employment related expenses (ERE) of officers of the Task Force.

The mission of the Gila County Drug, Gang, and Violent Crime Task Force is to protect life, property and the rights of individuals by using multi agency efforts with participating agencies to reduce drug, gang and violent crime related investigations. The primary objective is to disrupt drug sales, interdict and dismantle drug trafficking and drug organizations as well as to promote education and awareness to the citizens of Gila County and to secure the welfare of the public; identify local gang affiliated members in conjunction with G.I.T.T.E.M. (Gang and Immigration Intelligence Enforcement Team Mission) and the U.S. Marshall's Office and assist Gila County detectives with violent crimes such as homicides, abductions, and jail crime investigations.

The grant announcement for FY2014 indicated matching funds up to 25 percent may be required; however, the determination of necessity of matching funds has not yet been determined and applicants selected for an award will not be notified as to the level of match until May 23, 2013.

Solicitation for grant applications opened February 20, 2013, and the grant application must be completed online no later than March 22, 2013, at 3:00 p.m.

Evaluation

The Gila County Drug, Gang and Violent Crime Task Force's ultimate initiative is to protect life, property and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force.

The source of the matching funds that are required will come from the general fund.

Conclusion

The Drug, Gang, and Violent Crime Control Program allows state, county, local and tribal governments to support activities that combat drug, gangs and violent crime.

It is imperative that the Sheriff's Office electronically submit its grant application prior to the application deadline of March 22, 2013, at 3:00 p.m.

Recommendation

It is recommended that the Gila County Board of Supervisors ratify its approval for the Gila County Sheriff's Office's electronic submission of a Grant Application to the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program to renew grant funding used for the salary and benefits of the Gila County Sheriff's Office Task Force.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the Gila County Sheriff's Office electronic submission of a FY2014 Grant Application in the amount of \$392,727, which includes a 25% match requirement, to the Arizona Criminal Justice Commission under its Drug, Gang, and Violent Crime Control Program to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force. **(Johnny Sanchez)**

Attachments

DGVCC Application

FY2014 ACJC Grant Announcement

ACJC Grant Program: Drug, Gang, and Violent Crime Control

Period Title: FY14 Cycle 27

Project Title: Gila County Drug, Gang and Violent Crime Control Program (DGVCC)

Purpose Area: A - Apprehension

Is this a continuation request? Yes

Applicant Agency: Agency Name: Gila County Sheriff's Office
Department Name: Administration
DUNS Number: 142370761
AFIS Vendor ID: 18660004440
AFIS Mail Code: 400

Participating Agencies: Gila County Sheriff's Office
Department of Economic Security
Department of Public Safety
United States Forest Service
Department of Drug Enforcement (DEA)
Phoenix Police Department
Payson Police Department

Authorized Official: Shepherd, J. A (Sheriff)
Mailing Address: PO Box 311
1100 South Street
Globe, Arizona 85502
Email: ashepherd@co.gila.az.us
Phone: 928-402-8570
Fax: 928-425-5674
Agency: Gila County Sheriff's Office
Department: Administration

Project Official: Baxley, Travis (Task Force Commander)
Mailing Address: PO Box 311
1100 South Street
Globe, Arizona 85502
Email: tbaxley@co.gila.az.us
Phone: 928-402-1873
Fax: 928-425-5674
Agency: Gila County Sheriff's Office
Department: Administration

Project Mission Statement

Response is limited to 1,500 characters, including spaces.

Enter narrative below:

Project Mission Statement

Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force is a multi- agency/multi-jurisdictional unit dedicated to the enforcement of narcotics laws of the State of Arizona and the suppression of criminal gang activities, with particular attention to street gangs, biker gangs, prison gangs and drug trafficking organizations/cartels. The task force mission is to disrupt, interdict, and dismantle drug trafficking and drug organizations in order to reduce criminal activity within our community. Through city, county, state and federal inter-agency cooperative investigations, the Gila County Drug, Gang and Violent Crimes Task Force is focused on identifying targets and initiating investigations on individuals, gangs or drug trafficking organizations involved in cultivation, manufacturing, sale, transporting, distribution, and use of narcotics or dangerous drugs in and outside of Gila County. This focus helps us to protect life, property, and the rights of individuals, citizens, and the community both in Gila County and outside of Gila County by using this multi-agency effort.

The Gila County Drug, Gang and Violent Crimes Task Force takes on the responsibility of providing training such as K-9 drug interdiction, tactical SWAT clandestine lab entries, marijuana cultivation, and electronic support services. The Gila County Drug, Gang and Violent Crimes Task Force also assist's and initiates investigations and shares resources and intelligence within and outside of Gila County. By providing drug presentations in partnership with the Meth Coalition, community involvement and public demonstrations, an educational drug awareness within Gila County, Pinal County, the San Carlos School districts, and the Gila County mining industry is accomplished. It is through all the cooperative partnerships among the groups that the Gila County Drug, Gang and Violent Crimes Task Force has attained successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug trade and associated crimes within and outside of Gila County.

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force serves an approximate population of 54,000 people within a county that covers approximately 4,760.70 square miles. Gila County is very remote and rugged mountains to open high desert landscape. Gila County being near the United States and Mexico border area is a major corridor for human smuggling and trafficking of drugs from Mexico through Arizona and its bordering states. Approximately 56% of Gila County is federal forest and state land.

The Tonto National Forest area is very conducive to the cultivation of marijuana due to its abundant water supply, elevation, and vast remote forest land. Marijuana grow sites that we have encountered are generally at the bottom of mountainous steep ravines, with no direct trails that lead into the grow site. Suspects do this for several reasons; to gain water flow from the upper elevation to the grow site, access to the grow site is limited to law enforcement, and the grow site is hidden from aerial surveillance. During 2007/2008 the collaboration between the Gila County Drug, Gang, and Violent Crimes Task Force, Phoenix P.D., D.E.A., D.P.S., and the U.S. Forest Service disrupted/dismantled one major D.T.O. operating out of Mexico in California and Arizona. Because of the miles of roadway and large amount of unmaintained forest service roads, Gila County has become the seventh largest marijuana producing forest in the United States. The primary suspects in grow sites, sales, distribution and smuggling are undocumented aliens. As a result, a language barrier is encountered as well as identifying the suspects. This is indicative of the involvement of large drug organizations / D.T.O.'s inside and outside the United States. The grow sites also have a direct impact on the public safety. Suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally stumbled upon or near a grow site. This occurred in 2006 when U.S. Forest Service personnel responded to a call of hunters who were shot at, resulting in finding armed undocumented aliens who were guarding a marijuana grow site and one was shot by Forest Service personnel during the encounter. Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush. The use of fertilizers and pesticides, processing and packaging materials, and human waste / garbage that is left behind also becomes a concern to the forest environment.

Gila County also has the San Carlos Apache, White Mountain Apache and the Tonto Apache Indian Reservations within the Gila County boundaries: These three reservations encompass approximately 37 percent of land within Gila County. These combination posses a great challenge to law enforcement as it relates to availability and utilization of resources to suppress drug activity traveling through and into our communities. The inability to enforce laws on tribal land makes it difficult to gather intelligence on drug trafficking and gang activity within those jurisdictions. The Gila County Drug, Gang and Violent Crimes Task Force have received intelligence from numerous sources that there are numerous drug dealers hiding on the Indian reservations to avoid contact and/or apprehension with the Gila County Drug, Gang and Violent Crimes Task Force. The Gila County Drug, Gang and Violent Crimes Task Force has reached out to the tribal police agencies assisting and sharing case information as well as working on indoor/outdoor marijuana cultivation investigations.

The Gila County School District juvenile population is affected by the primary drugs of choice, methamphetamine, marijuana, cocaine, prescription drugs, spice and bath salts. The trend indicates we are not only seeing this with the juvenile population but in the adult population as well, therefore the abuse is remaining static. In 2010/2011 four teenagers became victims of an overdose of prescription drugs. At present according to the local Gila County hospitals, this is showing an increase on hospital and emergency room admissions.

According to the United States Drug Enforcement Administration, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican marijuana, methamphetamine, cocaine and heroin smuggled across the Southwest Border destined for domestic cities throughout the United States. The Gila County area is a major drug corridor in the State of Arizona and the United States. Gila County has identified four (4) major drug corridor routes; State Highway 77 from Tucson to Interstate 40, U.S. Highway 60 from Phoenix through Gila County, through the state of New Mexico, and U.S. Highway 70 from Lordsburg, New Mexico through Gila County to Interstate 40, and State Highway 87 from the Phoenix Metropolitan Area through Gila County to Interstate 40. The sparse population in Gila County has a small tax base therefore limiting available resources. The Gila County topography consists of vast high desert, mountainous and forest areas covering 4,767.70 square miles. The cities of Phoenix, Tucson, Lordsburg, and other metropolitan areas within the Phoenix metropolitan area have all been deemed drug source cities in the United States by the Drug Enforcement Agency (DEA). With Phoenix being the fifth largest city in the United States and Tucson following close behind, these are two of the largest smuggling points for illicit drugs, human smuggling, and undocumented aliens in the United States. These source cities are drug distribution locations that are utilized by drug trafficking organizations from Mexico, Columbia and Asian Countries. The poly smuggling of drugs and associated criminal activity affects Gila County, the surrounding counties and Arizona's sister states with violence, drug sales and identity theft. Street level drug activity has resulted in an increased number of domestic violence calls, theft, burglaries, auto theft, and aggravated assault investigations for all jurisdictions within Gila County. Often victims of these types of crimes do not report the incidents to law enforcement because of the involvement of both parties in the drug trafficking or drug use activities. In 2012 the Town of Payson started experiencing an upswing in heroin cases and arrests.

The majority of the cases being investigated are for either the use or the sale of methamphetamine, prescription drugs, heroin, cocaine, and marijuana within our local areas by middle to low level street dealers. The following statistics below will reflect this.

March 1, 2011 through March 23, 2012 Task Force conducted 170 drug related arrests and 116 other arrests. During this time 3,875 marijuana plants were seized and eradicated as well as 994.19 pounds of marijuana. Other related statistical data is as follows:

- Hashish - (28.8) grams
- Spice - (7.0) grams
- Ecstasy - (6) tablets
- Methamphetamines - (7.87) pounds
- Heroin - (8.12) grams
- Cocaine - (2.22) pounds
- Prescription drug - (157) pills
- Interdiction stops - 1575
- Drug presentations - (37) with (2107) attendees
- Undocumented aliens detained - (11)
- Agency assist - (316)
- Knock and talks - (88)
- Search warrants - (30)
- Weapons seized (1) brass knuckles, (2) knives, (6) handguns, (2) rifles, and (1) medieval mace with metal spikes and chain
- Cash seized - (\$12,212.00)
- Vehicle seized - (9) vehicle, (1) horse trailer and (1) racking mule
- Other items seized - (1) laptop, (5) cell phones
- Hospice calls - (88) (narcotics for destruction)
- Recovered stolen property - (1) laptop, keys to liquor establishment, (3) rifles, (1) television, (1) wallet, (1) motorcycle
- Warrant roundup - (2) details

March 24, 2012 through March 1, 2013 Task Force conducted 89 drug related arrests and 99 other arrests. During this time 12,504 marijuana plants were seized and eradicated which equates to 18,756 pounds of marijuana at one and half pounds per plant. At approximately the \$850.00 per pound street value, the approximate total street value is \$15,942,600. 00. Other related statistical data is as follows:

- Marijuana – (253.3) pounds
- Methamphetamines – (7.15) pounds
- Heroin - (27.02) grams
- Cocaine - (30) grams
- Mushrooms – (6.7) grams
- Prescription drug - (37.5) pills

Interdiction stops - 1430
Drug presentations - (23) with (2806) attendees
Undocumented aliens detained - (2)
Agency assist - (321)
Knock and talks - (132)
Search warrants - (27)
Weapons seized (4) handguns
Cash seized - (\$1,547.00)
Vehicle seized - (4) vehicle
Hospice calls - (40) (narcotics for destruction)
Warrant roundup - (13) details

The Gila County Drug, Gang and Violent Crimes Task Force has seen a tremendous increase in the amount of gang and violent crimes connected back to the gang affiliation. These crimes have been also linked backed to the increased drug trafficking connected back to the gangs in Gila County. There is a strong representation of the outlaw motorcycle gang the "Loners" in the Gila County. Intelligence gathered that a past "Loners" member has been voted as national president and that outlaw motorcycle club is actively recruiting new members. Current and past intelligence have connected the Loners outlaw motorcycle club as a support club of the "Hells Angels" outlaw motorcycle club. There is intelligence that a "Hell Angels" associate has purchased property in northern Gila County for the "Hells Angels" outlaw motorcycle club. It has been well published that outlaw motorcycle gangs distribute illegal drugs.

In two recent case investigation with the Gila County Sheriff's Office, two separate violent crimes have lead to the suspects being members of the East Side Crips street gang that have shown a heavy presence in the Gila County area.

The Crossing Hospice Care Center in coordination with the Gila County Drug, Gang, and Violent Crimes Task Force will continue to try to curtail the availability of narcotic pharmaceutical prescription drugs ending up on the streets. This situation seems to take place after a deceased individual's medications are given to the next of kin. To restrict this issue the Gila County Drug, Gang and Violent Crimes Task Force coordinates with the Crossing Hospice Care Center by taking possession of these narcotics for destruction. With this continued collaborated agreement between the Gila County Drug, Gang, and Violent Crimes Task Force and Crossing Hospice employees are able to better track the destruction of the narcotic drugs as well as the effects of these items being abused.

Repeat offenders in Gila County are contributing to the high use of illegal drugs. According to the Gila County statistics, repeat offenders in has had an increase of (38) thirty eight percent in since March 24, 2012 to March 1, 2013.

With the past and current budget restraints, the Gila County Sheriff's Office has been kept to a minimal hiring base of new personnel which directly affects the task force personnel which can be assigned to the task force side of law enforcement in Gila County.

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force is overseen by a Task Force Board. The board consists of the Gila County Sheriff, the Director of the Department of Public Safety and the Gila County Attorney. The Gila County Sheriff's Office is the lead agency and the Sheriff is the chairman of the board. The Gila County Sheriff's Office also handles the administrative and financial operations for the Gila County Drug, Gang and Violent Crimes Task Force.

The Gila County Drug, Gang and Violent Crimes Task Force is comprised of two squads, with operations out of the Globe and Payson areas. Each squad has a supervisor and a team of investigators, with the task force commander based out of Globe. The Gila County Attorney's Office has a prosecutor assigned to all the drug case investigations for the Task Force which has maintained a strong working relationship between our two agencies.

The Gila County Drug, Gang and Violent Crimes Task Force will conduct coordinated efforts with the Arizona Department of Public Safety, Gila County Sheriff's Office, Gila County Adult and Juvenile Probation, Globe Police Department, Hayden Police Department, Miami Police Department, Payson Police Department and, the United States Marshall's Office in conducting warrant roundups of drug and violent crime offenders. In addition, the task force will team up with the Gila County Meth Coalition, Community Bridges, the Gila County Attorney's Office, the Boys and Girl Club, community civic organizations, the Gila County and San Carlos School districts in providing drug awareness and K-9 demonstrations within the Gila County community. At present we have two D.U.I checkpoint details

planned in southern and in northern Gila County in partnerships with the Arizona Department of Public Safety, Gila County Sheriff's Office, Globe Police Department, Miami Police Department, Payson Police Department, and the Tonto Apache Tribal Police Department.

The task force will team up with K-9 units and law enforcement from the Arizona Department of Public Safety, Gila County Sheriff's Office, Globe Police Department, Payson Police Department and the United States Forest Service in conducting a criminal interdiction / saturation of the major routes running through Gila County such as US 60, State Routes 70, 77, and 87. The daily operations will include northbound and southbound interdiction efforts dictated by actionable intelligence and will focus on arrest operations, prosecutions and appropriate civil sanctions. The task force will continue all case investigations with the involvement of our current participants, the Arizona Department of Public Safety, US Department of Drug Enforcement, US Forest Service, Phoenix Police Department, Gila County Sheriff's Office, and the Payson Police Department.

Drug education is a key component in curbing the use of illicit drug use. To accomplish this, the Gila County Drug, Gang and Violent Crimes Task Force will be actively involved in providing drug awareness education to our communities. This will not only include the adult population but our youths within our communities that are very susceptible to drug use. The Gila County Drug, Gang and Violent Crimes Task Force will continue to partner up with the Gila County Meth Coalition along with the Boys and Girls Club of America and the Arizona Youth Partnership. The goals established by the coalition is to raise community awareness of substance abuse through education about methamphetamines and substance-abuse prevention, treatment programs along with supporting the efforts of law enforcement through the criminal justice system.

The Gila County Drug, Gang and Violent Crimes Task Force started a collaborative effort with the Crossing Hospice Care Center in 2011 in picking up narcotic medications from patients that had recently passed away. In some prior intelligence information and investigations, the Gila County Drug, Gang and Violent Crimes Task Force found that some of the narcotic medications found were coming from family member(s) that had recently passed away. Therefore the Gila County Drug, Gang and Violent Crimes Task Force will continue their collaborative efforts in collecting and destroying the prescription medications to help prevent those medications from getting to the people within our community.

The Gila County Drug, Gang and Violent Crimes Task Force is an important and unique entity within Gila County because the task force brings together the intelligence, law enforcement agencies, tools, and needed personnel to start, complete, and prosecute cases that would otherwise go uninvestigated. The Gila County Drug, Gang and Violent Crimes Task Force will be an aggressive in street level enforcement of drug laws. The Gila County Drug, Gang and Violent Crimes Task Force will lead this effort by working with every law enforcement officer within Gila County. As an example, the Gila County Task Force responds to the investigative needs of the Town of Miami and the Globe Police Department due to the absence of criminal investigators in their agencies. Additionally the task force combines its personnel with the Payson Police Department in conducting their case investigations.

As reported in the 2012 EDGE report (pages 35 & 36) the following are Gila County quarterly highlights:

- Traffic stops occurring between February and June 2012 resulted in the arrests of five suspects and seizure of one laptop, two vehicles, (155) pounds of marijuana, 6 grams of cocaine, 7.5 pounds of methamphetamines, and \$1113 in cash
- To date the Task Force has seized 142 marijuana plants and charged six suspects cultivating indoor marijuana grows
- In FY 2012, the Task Force and US Forest personnel eradicated two abandoned marijuana cultivation sites: one contained 2,729 plants and the other 4,795
- In FY 2012, the Task Force personnel assisted San Carlos Indian investigators with the eradication of 1,436 marijuana plants
- The Task Force worked to verify intelligence on a suspect possibly growing marijuana inside his residence. After locating the residence and conferring with RISSAFE, it was discovered that Coolidge Police and the Pinal County Attorney's Office were also looking at the same suspect and address, referencing a December 2011 armed robbery of the Coolidge Wal-Mart. In a coordinated effort of intelligence and manpower, a search warrant was executed at the Gilbert residence and an associated location, arrest three of the five known suspect. The Gila County Drug, Gang and Violent Crime Task Force brought together Coolidge Police Department, the Pinal County Attorney's Office, Gilbert Police Department, the East Valley Fugitive and U.S. Marshall's Fugitive Task Force to accomplish this task
- The Task Force continued its effort to curb prescription narcotics from finding their way to the street. The Gila County Drug, Gang and Violent Crimes Task Force takes for destruction narcotics drugs left behind by hospice patients from the Crossing Hospice Care Center in Globe. It has collected approximately over fifty pounds of prescription narcotics since the program in 2011

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

Apache County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that may be conducive to furthering cases involving drugs, warrants and marijuana cultivation.

Apache County ACCENT - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that may be conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Chandler Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, narcotic reversals, and warrants. K-9 training is also coordinated between Chandler P.D. and the task force.

Coolidge Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Department of Economic Security- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with D.E.S. providing intelligence-driven casework that supports both the Task Force projects as well as the Department of Economic Security.

Gila County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and promotes the legal interests of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities. The Gila County Attorney's Office handles all the prosecutions, asset forfeiture and contracts to suspect use in case investigations along with legal opinions in coordination with the task force on case investigations.

Gila County Attorney's Office Diversion Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates knock and talk and search warrant activities during their home diversion visits of suspects on the diversion program.

Gila County Adult Probation Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with probation personnel on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity.

Gila County Juvenile Detention Center - The Gila County Drug, Gang, and Violent Crimes Task Force K-9 Unit collaborates with the detention staff on random K-9 narcotic drug sniff's of the detention center and juvenile housing areas.

Gila County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug use and drug accessibility in the community to help define which areas the Meth Coalition and the Gila County Drug, Gang and Violent Crimes Task Force need to focus on for future programs and investigations.

Gilbert Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Glendale Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinated interdiction efforts during Title 3 investigations.

Globe Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in K9 training of their narcotics detection K9 through 2012. The Gila County Drug, Gang, and Violent Crimes Task Force also assist the Globe Police Department with their investigative case work due to the absence of criminal investigation personnel in their agency.

Globe Fire Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in locating, purchasing and training of a new arson detection K9 in 2011. Continued training for the certification of the K-9 is an on going collaboration.

Hayden Police Department - The law enforcement agency in the town of Hayden and Winkleman supports the Gila County Meth Coalition by providing officer's to assist with presentations to local schools on the dangers of drugs. Their role within the Meth Coalition presentation helps tie in recent and plausible examples from the area.

Maricopa County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force reference meth lab investigations, marijuana cultivation, and suspect intelligence.

Mesa Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate efforts with the Mesa Police Department Narcotics Unit on cases that involve suspects from the Gila County area living the Mesa area.

Miami Fire Department - The law enforcement agency in the town of Miami supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area.

Payson Police Department - The law enforcement agency in the town of Payson supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area. The Payson Police Department is also an active participant on daily case investigations.

Pima County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Pinal County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Pinal County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Phoenix Police Department Narcotics/Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force join forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation, and drug activity in the Phoenix metropolitan area with a nexus to Gila County. The Phoenix Police Department is also an active participant on daily case investigations.

Phoenix Police Department Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force teams up with the Phoenix Police Department Fugitive Task Force with intelligence on wanted suspects that have a nexus to Gila County area.

Show Low Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Snowflake / Taylor Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Superior Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Superior Police Department investigator by providing electronic surveillance equipment, personnel, and physical surveillance of drug targets in their area.

Yavapai County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Yavapai County PANT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Navajo County MCAT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

State Agencies

Arizona Attorney General's Office Asset Forfeiture Unit - The Gila County Drug, Gang, and Violent Crimes Task Force works in partnership with the Arizona Attorney General's Forfeiture Unit in processing asset forfeiture cases that may not be able to be handled at the county level.

Arizona Department of Child Protective Services - The Gila County Drug, Gang, and Violent Crimes Task Force works together with the Arizona Department of Child Protective Services in Gila County to facilitate their case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere.

Arizona Department of Corrections - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified

intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Game and Fish - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Arizona Department of Game and Fish during marijuana cultivation investigations.

Arizona Department of Public Safety Highway Patrol Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US 60, State Route 70, State Route 77, State Route 188, State Route 288 and State Route 87.

Arizona Department of Public Safety GITEM - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force, D.E.A., and the Arizona Department of Public Safety reference meth lab investigations. The Gila County Drug, Gang, and Violent Crimes Task Force also provides instruction on clandestine meth lab entries during the Department of Public Safety SWAT School. The Department of Public Safety is also an active participant on daily case investigations.

HIDTA-Phoenix - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

RISSAFE - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

Out of State Agencies

Alamogordo Police Department, Alamogordo New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Bernalillo County Sheriff's Office, Albuquerque, New Mexico – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Cincinnati Police Department, Cincinnati Ohio - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Durango Police Department, Durango Colorado - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Hoke County Sheriff's Office, Hoke County North Carolina - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Kansas - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Saint Louis Police Department, Saint Louis, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Federal Agencies

Bureau of Indian Affairs Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Federal Bureau of Investigation – The Gila County Drug, Gang and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving violent crimes, warrants and any investigation involving possible international criminal syndicates.

San Carlos Apache Tribal Police Department, San Carlos, Arizona-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

San Carlos Apache Game and Fish Department, San Carlos, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force

coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.
Tonto Apache Tribal Police Department, Payson, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

White Mountain Apache Police Department, White River, of Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

United States Alcohol, Tobacco, Firearms and Explosives - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence sharing reference ongoing and current trends in weapon violation and explosive cases and case law. They also provide on-going K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Gila County Drug, Gang, and Violent Crimes Task Force.

United States Border Patrol - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Border Patrol with intelligence on border crossing suspects and by providing training on clandestine labs.

United States Bureau of Land Management - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Bureau of Land Management during marijuana cultivation investigations eradication operations

United States Drug Enforcement Agency - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Drug Enforcement Agency during marijuana cultivation investigations and case investigations that span outside and inside the State of Arizona and the United States.

United States Forest Service - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Forest Service during marijuana cultivation / eradication investigations.

United States Immigration and Customs Enforcement - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates with I.C.E. Agents on undocumented alien detention, intelligence, and identification.

United States Marshall's Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Fugitive Task Force in tracking down wanted suspects and intelligence on subjects who may be associated.

Schools

The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband for the following public schools on a continuing basis.

Charles Bejarano Elementary School, Miami, Arizona
Copper Rim Elementary School, Globe, Arizona
Destiny Elementary School, Globe, Arizona
Globe High School, Globe, Arizona
Hayden Elementary School, Winkelman, Arizona
Hayden Junior High School, Winkelman, Arizona
Hayden High School, Winkelman, Arizona
High Desert Elementary School, Globe, Arizona
Liberty High School, Globe, Arizona
Los Lomas Elementary School, Miami, Arizona
Miami High School, Miami, Arizona
Tonto Basin Elementary School, Tonto Basin Arizona
Payson High School, Payson Arizona
Pine/Strawberry Elementary/Middle School, Pine Arizona
Rim Country Middle School, Payson Arizona
San Carlos Apache Junior High School, San Carlos, Arizona
San Carlos Apache High School, San Carlos, Arizona
Superior Head Start Academy, Superior, Arizona
St. Charles Parochial School, San Carlos, Arizona
Young Elementary, Middle, High School, Young, Arizona

Other Organizations

Arizona Public Service, Globe, Arizona - The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Cobre Valley Community Regional Center - This local hospital provides patients with resources on drug abuse as well as insight to The Gila County Drug, Gang, and Violent Crimes Task Force about what sorts of things they are seeing residents deal with.

Community Bridges Drug and Alcohol Rehabilitation Globe and Payson, of Arizona – This organization collaborates with the Gila County Drug, Gang, and Violent Crimes Task Force and the Meth Coalition in providing education efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during the Meth Coalition presentations which help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in the community and how accessible they are. The Community Bridges Center provides an alternative for the Gila County Drug, Gang, and Violent Crimes Task Force in lieu of prosecution for a suspect to rehabilitate their lives instead of prosecution.

Crossing Hospice Care and Home Health Resources, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force responds to requests for destruction of medications left behind by Hospice patients to try and curb prescription drugs from reaching the street for illicit use.

Freeport McMoran Copper and Gold, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness training and K-9 detection for any contraband in their facility upon request.

Gila County Meth Coalition, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in providing drug awareness presentations to the public sector.

Horizon Human Health Service Behavioral Health Agency - We attend monthly meetings and they provide updates about their funding, the type of patients they are seeing and offer ideas for new programming

Payson Regional Medical Center local hospital – This local hospital provides patients with resources on drug abuse as well as insight to The Gila County Drug, Gang, and Violent Crimes Task Force about what sorts of things they are seeing residents deal with.

Pinto Valley BHP Mine, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness training and K-9 detection for any contraband in their facility upon request.

Southwest Gas Company, Globe, Arizona – The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Southern Gila County Networking Team - The Gila County Drug, Gang, and Violent Crimes Task Force attends quarterly meetings to discuss investigations and share intelligence with other agencies.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

Apache County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, gangs and warrants.

Apache County ACCENT - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that may be conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

Chandler Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, gangs, narcotic reversals, and warrants. K-9 training is also coordinated between Chandler P.D. and the task force.

Department of Economic Security- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with D.E.S. providing intelligence-driven casework that supports both the Task Force projects as well as the Department of Economic Security.

Gila County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and promotes the legal interests of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities. The Gila County Attorney's Office handles all the prosecutions, asset forfeiture and contracts to suspect use in case investigations along with legal opinions in coordination with the task force on case investigations.

Gila County Attorney's Office Diversion Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates knock and talk and search warrant activities during their home diversion visits of suspects on the diversion program.

Gila County Adult Probation Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with probation personnel on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity.

Gila County Juvenile Detention Center - The Gila County Drug, Gang, and Violent Crimes Task Force K-9 Unit collaborates with the detention staff on random K-9 narcotic drug sniff's of the detention center and juvenile housing areas.

Gila County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug use and drug accessibility in the community to help define which areas the Meth Coalition and the Gila County Drug, Gang and Violent Crimes Task Force need to focus on for future programs and investigations.

Glendale Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinated interdiction efforts during Title 3 investigations.

Globe Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in K9 training of their narcotics detection K9 through 2012. The Gila County Drug, Gang, and Violent Crimes Task Force also assist the Globe Police Department with their investigative case work due to the absence of criminal investigation personnel in their agency.

Globe Fire Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in locating, purchasing and training of a new arson detection K9 in 2011. Continued training for the certification of the K-9 is an ongoing collaboration.

Hayden Police Department - The law enforcement agency in the town of Hayden and Winkleman supports the Gila County Meth Coalition by providing officer's to assist with presentations to local schools on the dangers of drugs. Their role within the Meth Coalition presentation helps tie in recent and plausible examples from the area.

Maricopa County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force reference meth lab investigations, marijuana cultivation, and suspect intelligence.

Mesa Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate efforts with the Mesa Police Department Narcotics Unit on cases that involve suspects from the Gila County area living the Mesa area.

Miami Fire Department - The law enforcement agency in the town of Miami supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area.

Navajo County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Navajo County MCAT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Payson Police Department - The law enforcement agency in the town of Payson supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area. The Payson Police Department is also an active participant on daily case investigations.

Pima County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, gangs and warrants.

Pinal County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe

conducive to furthering cases involving drugs, gangs and warrants.

Phoenix Police Department Narcotics/Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force join forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation, and drug activity in the Phoenix metropolitan area with a nexus to Gila County. The Phoenix Police Department is also an active participant on daily case investigations.

Phoenix Police Department Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force teams up with the Phoenix Police Department Fugitive Task Force with intelligence on wanted suspects that have a nexus to Gila County area.

Show Low Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs and warrants.

Snowflake / Taylor Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs and warrants.

Superior Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Superior Police Department investigator by providing electronic surveillance equipment, personnel, and physical surveillance of drug targets in their area.

Yavapai County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, gangs and warrants.

Yavapai County PANT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

State Agencies

Arizona Attorney General's Office Asset Forfeiture Unit - The Gila County Drug, Gang, and Violent Crimes Task Force works in partnership with the Arizona Attorney General's Forfeiture Unit in processing asset forfeiture cases that may not be able to be handled at the county level.

Arizona Department of Child Protective Services - The Gila County Drug, Gang, and Violent Crimes Task Force works together with the Arizona Department of Child Protective Services in Gila County to facilitate their case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere.

Arizona Department of Corrections - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Game and Fish - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Arizona Department of Game and Fish during marijuana cultivation investigations.

Arizona Department of Public Safety Highway Patrol Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US 60, State Route 70, State Route 77, State Route 188, State Route 288 and State Route 87.

Arizona Department of Public Safety GITEM - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force, D.E.A., and the Arizona Department of Public Safety reference meth lab investigations. The Gila County Drug, Gang, and Violent Crimes Task Force also provides instruction on clandestine meth lab entries during the Department of Public Safety SWAT School. The Department of Public Safety is also an active participant on daily case investigations.

HIDTA-Phoenix - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

RISSAFE - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

Out of State Agencies

Alamogordo Police Department, Alamogordo New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Bernalillo County Sheriff's Office, Albuquerque, New Mexico – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Cincinnati Police Department, Cincinnati Ohio - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Durango Police Department, Durango Colorado - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Hoke County Sheriff's Office, Hoke County North Carolina - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Kansas - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Saint Louis Police Department, Saint Louis, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Federal Agencies

Bureau of Indian Affairs Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Federal Bureau of Investigation – The Gila County Drug, Gang and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases that international borders.

San Carlos Apache Tribal Police Department, San Carlos, Arizona-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

San Carlos Apache Game and Fish Department, San Carlos, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

Tonto Apache Tribal Police Department, Payson, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

White Mountain Apache Police Department, White River, of Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants, and marijuana cultivation.

United States Alcohol, Tobacco, Firearms and Explosives - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence sharing reference ongoing and current trends in weapon violation and explosive cases and case law. They also provide on-going K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Gila County Drug, Gang, and Violent Crimes Task Force.

United States Border Patrol - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Border Patrol with intelligence on border crossing suspects and by providing training on clandestine labs.

United States Bureau of Land Management - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Bureau of Land Management during marijuana cultivation investigations eradication operations

United States Drug Enforcement Agency - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Drug Enforcement Agency during marijuana cultivation investigations and case investigations that span outside and inside the State of Arizona and the United States.

United States Forest Service - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Forest Service during marijuana cultivation / eradication investigations.

United States Immigration and Customs Enforcement - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates with I.C.E. Agents on undocumented alien detention, intelligence, and identification.

United States Marshall's Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Fugitive Task Force in tracking down wanted suspects and intelligence on subjects who may be associated.

Schools

The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband for the following public schools on a continuing basis.

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Hayden High School, Winkelman, Arizona
High Desert Elementary School, Globe, Arizona
Liberty High School, Globe, Arizona
Los Lomas Elementary School, Miami, Arizona
Miami High School, Miami, Arizona
Tonto Basin Elementary School, Tonto Basin Arizona
Payson High School, Payson Arizona
Pine/Strawberry Elementary/Middle School, Pine Arizona
Rim Country Middle School, Payson Arizona
San Carlos Apache Junior High School, San Carlos, Arizona
San Carlos Apache High School, San Carlos, Arizona
Superior Head Start Academy, Superior, Arizona
St. Charles Parochial School, San Carlos, Arizona
Young Elementary, Middle, High School, Young, Arizona

Other Organizations

Arizona Public Service, Globe, Arizona - The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Cobre Valley Regional Center - This local hospital provides patients with resources on drug abuse as well as insight to The Gila County Drug, Gang, and Violent Crimes Task Force about what sorts of things they are seeing residents deal with.

Community Bridges Drug and Alcohol Rehabilitation Globe and Payson, of Arizona – This organization collaborates with the Gila County Drug, Gang, and Violent Crimes Task Force and the Meth Coalition in providing education efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during the Meth Coalition presentations which help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in the community and how accessible they are. The Community Bridges Center provides an alternative for the Gila County Drug, Gang, and Violent Crimes Task Force in lieu of prosecution for a suspect to rehabilitate their lives instead of prosecution.

Crossing Hospice Care and Home Health Resources, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force responds to requests for destruction of medications left behind by Hospice patients to try and curb prescription drugs from reaching the street for illicit use.

Freeport McMorhan Copper and Gold, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness training and K-9 detection for any contraband in their facility upon request.

Gila County Meth Coalition, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in providing drug awareness presentations to the public sector.

Horizon Human Health Service Behavioral Health Agency - We attend monthly meetings and they provide updates about their funding, the type of patients they are seeing and offer ideas for new programming

Payson Regional Medical Center local hospital – The medical center provides information on drug use and what they are seeing in general from incoming patients.

Pinto Valley BHP Mine, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness

training and K-9 detection for any contraband in their facility upon request.

Southwest Gas Company, Globe, Arizona – The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Southern Gila County Networking Team - The Gila County Drug, Gang, and Violent Crimes Task Force attends quarterly meetings to discuss investigations and share intelligence with other agencies.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

In June 2011, the Gila County Drug, Gang, and Violent Crimes Task Force received intelligence through Tucson DEA Agents reference a possible vehicle transporting contraband traveling toward the Globe area. Due to the collaboration by Tucson DEA, the Gila County Drug, Gang, and Violent Crimes Task Force K9 Unit, Arizona Department of Public Safety, and the Gila County Sheriff's Office the vehicle was located and stopped at the U.S. 60 and State Route 70 Junction. The results were (229) pounds of marijuana seized along with (1) vehicle, (1) horse trailer with a (6) year old racking mule, (\$1,319.00) currency and (1) suspect arrested. The Arizona Attorney General's Office Forfeiture Unit followed through with the forfeiture process and awards of the currency, vehicle, horse trailer and mule were accomplished. The mule (Amy) was put into service with the Gila County Sheriff's Office Mounted Posse and to date is the first animal seized in a drug case to be put into service in Gila County.

In September 2011, the Gila County Drug, Gang and Violent Crimes Task Force collaborated intelligence with the Phoenix F.B.I. Fugitive Task Force reference two violent sex offenders they had been trying to locate in the Globe area. The Gila County Drug, Gang, and Violent Crimes Task Force located both suspects at the Claypool Safeway where both were taken into custody.

In December 2011, the Gila County Drug, Gang, and Violent Crimes Task Force interdicted a vehicle at the U.S. 60 and State Route 70 Junction. The vehicle was occupied by two subjects traveling from the Wilcox/Bowie area. This traffic stop / investigation lead to the discovery of (233) pounds of marijuana being discovered in the vehicle with both suspects being taken into custody. During this investigation the driver decided to cooperate with law enforcement agreeing to a controlled delivery to the drugs initial destination, which was the Phoenix metropolitan area. The Gila County Drug Task force coordinated the controlled delivery of the narcotics with the Phoenix Police Department Narcotics Unit, Phoenix HIDTA, and RISSAFE to the Phoenix metropolitan area. The results were, (3) additional suspects arrested and (1) vehicle seized.

In September 2012 the Task Force worked to verify intelligence on a suspect possibly growing marijuana inside his residence. After locating the residence and conferring with RISSAFE, it was discovered that Coolidge Police and the Pinal County Attorney's Office were also looking at the same suspect and address, referencing a December 2011 armed robbery of the Coolidge Wal-Mart. In a coordinated effort of intelligence and manpower, a search warrant was executed at the Gilbert residence and an associated location, arrest three of the five known suspect. The Gila County Drug, Gang and Violent Crime Task Force brought together Coolidge Police Department, the Pinal County Attorney's Office, Gilbert Police Department, the East Valley Fugitive and U.S. Marshall's Fugitive Task Force to accomplish this task

In November 2012 the Gila County Drug, Gang and Violent Crimes Task Force conducted a traffic stop on Highway 77 on a vehicle that was being followed by a second vehicle. While the agent made contact with the lead vehicle, the investigation revealed that the two car were traveling together and indicators of criminal activity were observed in the first vehicle. A phone was placed to Navajo County Sheriff's Office and Navajo County MCAT and briefed on the investigation. The second vehicle was found and there was approximately 210 pounds of marijuana found in the second. One suspect was arrested and confirmed he was following the first vehicle.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each investigator on a task force-generated "Alliance Report" form. The hand counted information will be summarized monthly and the monthly data will in turn be reported to ACJC in an on-line quarterly report.

Gila County Drug, Gang and Violent Crimes Task Force personnel will meet periodically to discuss any statistical data needed to be reported and where that data stands with our goals and objectives to interdict, assist, initiate, and prosecute cases. Also informant status will be covered to insure if any new ones have been signed up or there's a need to deactivate old informants due to inactivity.

The Gila County Drug, Gang, and Violent Crimes Task Force will, in collaboration with the Meth Coalition, evaluate the drug awareness presentations by taking surveys from the different groups that receive the presentations. The Community Bridges Program will also team up with the Gila County Drug, Gang and Violent Crimes Task Force in providing an alternative for suspects such as rehabilitation, in lieu of prosecution in the courts when the situation is feasible. As well as doing presentations Task Force personnel document any information received and the number of attendees which is documented on the Task Force Alliance Report Form.

Goal: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Increase arrest for importing/transporting of illicit drugs.	%	5	Number of arrests for transport/import of drugs.
Increase arrests for the distribution of illicit drugs.	%	5	Number of arrests for distribution/sale of drugs.
Increase arrests for the distribution of illicit drugs	%	10	Number of arrests for buying/receiving drugs.
Disrupt methamphetamine labs.	%	5	Increase number of methamphetamine related investigations.
Disrupt methamphetamine labs.	%	1	Increase number of clandestine labs seized.
Disrupt methamphetamine labs.	%	1	Increase number of methamphetamine dump sites discovered.
Disrupt methamphetamine labs.	%	1	Increase number of methamphetamine sites referred for mitigation/cleanup.
Disrupt or dismantle Drug Trafficking Organizations.	%	5	Increase number of DTO's disrupted.
Disrupt or dismantle Drug Trafficking Organizations.	%	2	Increase number of DTO's dismantled.
Arrest members of criminal street gangs.	%	10	Increase number of arrests of criminal street gang members.

Goal: Strengthen collaborative partnerships between federal, state, and local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaboration activities with other agencies.	%	5	Increase number of deconfliction events.
Conduct coordination or collaboration activities with other agencies.	%	4	Increase number of tips/leads referred to other task forces.
Conduct coordination or collaboration activities with other agencies.	%	1	Increase number of counterterrorism referrals.
Conduct coordination or collaboration activities with other agencies.	%	2	Increase number of drug-endangered child referrals or calls to CPS.
Conduct coordination or collaboration activities with other agencies.	%	10	Increase number of drug interdiction activity assists.
Conduct intelligence driven, collaborative investigations.	%	4	Increase number of intelligence-driven, collaborative investigations.
Conduct intelligence driven, collaborative investigations.	%	4	Conduct intelligence driven, collaborative investigations.
Conduct intelligence drive, collaborative investigations.	%	4	Increase number of intelligence-driven investigations resulting in drug seizures

Goal: Provide training for law enforcement agencies on the local, state, and federal level reference clandestine labs, tactical S.W.A.T. lab entries, K-9 interdiction and use, marijuana cultivation and eradication.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Provide training needs when requested.	%	2	Documentation on the Task Force alliance report.
Provide training needs when requested	%	2	Keep a monthly and quarterly log of activities conducted taken from the Task Force Alliance reports.

Goal: Eradicate marijuana cultivation grows.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
A collaboration between Phoenix Police Department, D.E.A., the U.S. Forest Service, D.P.S., Gila County Sheriff's Office, and the Gila County Task Force.	%	6	Initiate investigations and arrests on suspects cultivating.

Goal: To continue working with Crossing Hospice in the destruction of pharmaceutical narcotic drugs associated with deceased individuals

Objectives (please complete at least 1):

Description	%	#	Performance Measure
To provide a safer community a cooperative endeavor has been implemented between the Gila County Drug Task Force and Crossing Hospice for disposal and destruction of prescription narcotics. This will promote a safer community in an effort to curtail the flow of prescription narcotics from being	%	40	The Commander will utilize alliance reports and keep a running log of activities conducted.

re-introduced back into the community.			
--	--	--	--

Goal: Continue a coordinated collaborative effort with the Gila County Meth Coalition in providing drug awareness presentations.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Provide presentations upon requests	%	10	Increase number of presentations in the community.
Provide presentations upon requests.	%	10	Document training, location, and number of attendees on the Task Force Alliance Report.

Goal: Attend updated training reference drugs, interdiction, weapons, investigative methods, and suspect intelligence

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Find locally provided seminars/classes within Arizona.	%	5	Documentation will be made on the Task Force Alliance report.

Personnel

Enter narrative below:

Drug, Gang and Violent Crime Task Force consists of: a Commander, 1 Sergeant, and 3 Agents (Grant Funded G.C.S.O. positions)

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Commander	1	\$67,308.80	\$67,308.80	49.61%	\$33,391.90	\$100,700.70
Sergeant	1	\$53,892.80	\$53,892.80	51.61%	\$27,814.07	\$81,706.87
Agent	1	\$45,344.00	\$45,344.00	54.61%	\$24,762.36	\$70,106.36
Agent	1	\$45,344.00	\$45,344.00	54.61%	\$24,762.36	\$70,106.36
Agent	1	\$45,344.00	\$45,344.00	54.61%	\$24,762.36	\$70,106.36
					Salary Subtotal: \$257,234.00	
					ERE Subtotal: \$135,493.00	
					Total: \$392,727.00	

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
					Wages Subtotal: \$0.00	
					ERE Subtotal: \$0.00	
					Total: \$0.00	

ERE Breakdown

Enter narrative below:

ERE Breakdown

Baxley, Travis

Commander Pay Rate: \$67,308.80

Employer Related Expenses for Commander:

Health Insurance:	11.00%	\$7,150.08
Deputies Retirement:	27.34%	
FICA/Medicare:	7.65%	
Dep. Workers Comp	3.62%	
Total ERE:	49.61%	

Sergeant Pay Rate: \$53,892.80

Employer Related Expenses for Sergeant:

Health Insurance:	13.00%	\$7,150.08
Deputies Retirement:	27.34%	
FICA/Medicare:	7.65%	
Dep. Workers Comp	3.62%	
Total ERE:	51.61%	

DalMolin, Bianca

Agent Pay Rate: \$45,344.00

Employer Related Expenses for Agent:

Health Insurance:	16.00%	\$7,150.08
Deputies Retirement:	27.34%	
FICA/Medicare:	7.65%	
Dep. Workers Comp	3.62%	
Total ERE:	54.61%	

Pena, Christopher

Agent Pay Rate: \$45,344.00

Employer Related Expenses for Agent:

Health Insurance:	16.00%	\$7,150.08
Deputies Retirement:	27.34%	
FICA/Medicare:	7.65%	
Dep. Workers Comp	3.62%	
Total ERE:	54.61%	

Kerszykowski, Leonard

Agent Pay Rate: \$45,344.00

Employer Related Expenses for Agent:

Health Insurance:	16.00%	\$7,150.08
Deputies Retirement:	27.34%	
FICA/Medicare:	7.65%	
Dep. Workers Comp	3.62%	
Total ERE:	54.61%	

Consultant/Contractual Services

Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: \$0.00

Travel (In State)
 Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Travel (Out of State)
 Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Confidential Funds
 Enter narrative below:

Expense Type	Amount	Total
		Total: \$0.00

Other Operating Expenses
 Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: \$0.00
				Registration/Training Subtotal: \$0.00
				Other Subtotal: \$0.00
				Total: \$0.00

Equipment Purchases
 Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: \$0.00
				Non-Capital Subtotal: \$0.00
				Total: \$0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.

Total Project Cost

State: \$0.00 Federal: \$294,545.00 Match: \$98,182.00 Grand Total: \$392,727.00

If received, will ACJC funds be used as matching funds for other grant program(s)? No
If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements

Enter the date of your jurisdiction's most recent A-133/Financial Audit Report Single Audit Report. If the A-133 is not current submit to the Commission:

- A copy of the letter received from the cognizant or audit oversight agency approving your request for an extension, or
- A copy of the letter requesting an extension to file; and submit any follow-up correspondence received from the cognizant or oversight agency.

6/30/2011

Did the audit result in a Schedule of Findings and Questioned Costs?

Yes

Internal Controls

Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes

Which of the following describes your organization's accounting system?

Automated

How frequently do you post to the General Ledger?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

Are time and effort distribution reports maintained for employees working fully or partially on grant programs, which account for 100% of each employee's time?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Is there a separate bank account maintained for grant funds?

Yes

Are the officials of the agency bonded?

Yes

Does the agency use a double-entry system in accounting for program funds?

Yes

If you answered "No" to any of the questions in this section, please provide a brief explanation why.

—

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:

Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private

- shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
 4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

[Arizona Department of Public Safety letter of participation.pdf](#)

[City of Phoenix letter of participation.pdf](#)

[Payson Police Department Letter of Participation.pdf](#)

[Hayden Police Letter of participation.doc](#)

[USDA Forest Service Letter of Participation.pdf](#)

[Department of Economic Security Office of Special Investigations Letter of Participation.pdf](#)

[2012 Marijuana Grow Sites.pdf](#)

[2012 Quarterly Edge Report.pdf](#)

The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.

The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

The applicant agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds. In addition, agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.

The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.

The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.



On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

ARIZONA CRIMINAL JUSTICE COMMISSION

FY 2014 COMPETITIVE GRANT ANNOUNCEMENT

DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM

Eligibility

State, county, local, and tribal criminal justice agencies that meet the qualifications are eligible to apply.

Deadline

All applications are due by 3:00 p.m. on Friday, March 22, 2013.

For Assistance

If you have any questions about this grant solicitation or are having difficulties with the Grant Management System, contact Jennifer Hawkins, Grant Coordinator, at 602-364-1168, Tony Vidale, Program Manager, at 602-364-1155 or e-mail dcadmin@azcjc.gov

**Arizona Criminal Justice Commission
1110 W. Washington, Suite 230
Phoenix, AZ 85007
Office: (602) 364-1146
Fax: (602) 364-1175**

ABOUT THE DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM

The Drug, Gang, and Violent Crime Control (DGVCC) program allows state, county, local and tribal governments to support activities that combat drugs, gangs, and violent crime. The DGVCC program provides funding to support the components of a statewide, system-wide enhanced drug, gang, and violent crime control program as outlined in the [Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy](#).

The Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) funds awarded to Arizona by the United States Department of Justice, Bureau of Justice Assistance (DOJ/BJA) continue to support program activities along with state Drug and Gang Enforcement Account (DEA) funds established under A.R.S. §41-2402. The Byrne JAG program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and courts, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives.

INTRODUCTION

The Arizona Criminal Justice Commission (ACJC) is publishing this notice to announce the availability of funds for the DGVCC program to be distributed during FY 2014. Arizona prioritizes the use of these funds for the support of apprehension efforts, prosecution projects, and projects that support these efforts, such as drug adjudication and sentencing, drug forensic analysis activities, and corrections and community corrections projects. In addition, funds may also support substance abuse treatment for corrections-involved individuals, and prevention and education efforts.

Drug, gang, and violent crime enforcement efforts must frequently cross jurisdictional boundaries in order to arrest, prosecute, and sentence criminals. ACJC supports improvement in the effectiveness of collaborative law enforcement by leveraging state and federal funds to reduce drug trafficking, drug-related violent crime, and criminal street gang activities throughout Arizona. Further, ACJC strongly encourages agencies to coordinate efforts with other projects or initiatives such as the direct local agency Byrne JAG funds, methamphetamine interdiction, Homeland Security programs, prescription drug abuse initiatives, and High Intensity Drug Trafficking Area (HIDTA) activities.

Agencies that previously have not received funding under the DGVCC program are encouraged to apply. Agencies within jurisdictions that receive a direct Byrne JAG award from DOJ/BJA remain eligible to apply for DGVCC program funds.

PROGRAM STRATEGY

The DGVCC program is designed to implement projects aligned with the [Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy](#), approved by the Arizona Criminal Justice Commission. The strategy outlines purpose areas as a guide for funding projects designed to address the drug, gang, and violent crime problem in the state. These purpose areas and definitions are as follows:

Apprehension: The apprehension purpose area may include, but is not limited to, efforts promoting enhanced information sharing and intelligence exchange, approaches to address locally distinct drug, gang and violent crime related challenges, and proactive policing strategies to address drug, gang, and violent crime such as multi-agency, multi-jurisdictional task forces.

Prosecution: The prosecution purpose area may include, but is not limited to, prosecutorial efforts in tandem with multi-agency, multi-jurisdictional drug, gang and violent crime task forces, efforts to deny criminals currency, property and drugs such as statewide civil forfeiture efforts, and other effective prosecution strategies to address drug, gang and violent crime.

Forensic Support Services: The forensic support services purpose area includes activities such as evidence examination and analysis, development of investigative leads, training, providing expert courtroom testimony and other forensic support services as they pertain to drug, gang and violent crime related cases.

Adjudication and Sentencing: The adjudication and sentencing purpose area may encompass a range of activities associated with court processes. Such activities include, but are not limited to, pre-trial services, improved criminal court case processing, supporting specialty courts and public defender services.

Corrections and Community Corrections: This purpose area includes projects responding to the needs of prison and jail facilities and corrections practitioners to providing secure care for offenders of drug, gang and violent crime. Projects could include, but are not limited to, safety and security improvements, inmate programming, corrections equipment and technology, and contraband control and detection. For community corrections, projects may include, but are not limited to, pre-release planning, coordinated reentry services, and supporting probation and parole services for offenders of drug, gang and violent crime.

Substance Abuse Treatment for Corrections-Involved Individuals: This purpose area includes, but is not limited to, providing residential substance abuse treatment for inmates, preparing offenders for reentry into the community, and supporting community-based treatment and other broad-based aftercare services upon release.

Prevention and Education: This purpose area encompasses evidence-based interventions and environmental prevention strategies. Efforts should involve multiple sectors of the community and focus on reducing access and opportunity, enforcing consequences and decreasing the likelihood of engaging in drug, gang and/or violent crime by addressing risk and protective factors.

FUNDING PRIORITIES

For purposes of outlining funding priorities for the FY14 Drug, Gang, and Violent Crime Control Program, the Commission has developed a tier system. Each purpose area has been categorized as a Tier I, Tier II, or Tier III project (see below). Tier I projects will receive the primary focus in allocating funding. Although Tier I projects will receive priority consideration, the funding recommendation will recognize to the extent possible the workload impact one part of the criminal justice system has on other parts.

TIER I:

- Apprehension
- Prosecution

TIER II:

- Forensic Support Services
- Adjudication and Sentencing

- Corrections and Community Corrections

TIER III:

- Substance Abuse Treatment for Corrections-Involved Individuals (*Eligible under the RSAT grant program*)
- Prevention and Education

Strategic Principles

In addition to identifying purpose areas, the Commission will utilize a set of strategic principles identified in the [Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy](#) to guide funding decisions. In preparing applications, it may be useful for applicants to take into consideration the strategic principles listed below. Projects do not need to include all of these strategic principles but strong projects will reflect as many of these qualities as possible.

- Resemble proactive strategies to address the drug, gang, and violent crime problem
- Include a collaborative strategy
- Use specialized personnel or specialized processes to address the drug, gang, and violent crime problem
- Consider gaps in services
- Place a focus on intelligence and information sharing
- Include resource or cost sharing
- Build and maintain partnerships at the federal, state, and local levels
- Support evidence-based and/or innovative approaches
- Include evaluation processes that allow for assessing effectiveness and include sound and reliable data.

FUNDING

The Commission will make funds available for multiple grants to be allocated directly to state, county, local, and tribal criminal justice agencies for projects that will achieve the goals of the DGVCC program. As noted above, priority consideration will be given to projects based on the tier system and alignment with strategic principles as outlined above. At this time, the funding level for the FY14 DGVCC Grant program is estimated to be \$8,066,472.

All projects funded under this program will be for twelve (12) consecutive months starting July 1, 2013 and ending June 30, 2014.

Match Funds

Hard cash matching funds up to 25 percent may be required. The Commission will determine the necessity of matching funds based on program need at the Commission meeting scheduled on March 21, 2013. Applicants selected for an award will be notified as to the level of match funding on May 23, 2013.

Note: In submitting funding requests, applicants should include the amount of grant funds being requested plus a 25 percent match. i.e. If the applicant intends to request \$75,000 in grant funding to carry out the proposed project, the total funding request should reflect \$100,000 (\$75,000 in grant funds plus \$25,000 in match funds).

ALLOWABLE COSTS

Funds may not be available in future years; therefore, when requests are made to fund personnel or other ongoing activities or costs, applicants are strongly encouraged to identify future potential funding sources in the Project Summary section of the application. In addition, applicants should have a sustainability plan to ensure the program is ongoing beyond the funding availability.

Eligible expenses include personnel, employee related expenses (ERE), overtime, travel, operating costs, and costs related to contractual or consulting services. Equipment associated with project activities may be awarded on a limited basis if funding is available.

Priority in budget allocation will be given to budget categories of personnel salaries, employee related expenses (ERE) or fringe benefits and overtime to further support the activities in the reduction of drug, gang, and violent crimes throughout Arizona.

RESTRICTIONS ON USE OF FUNDS

DGVCC program funds cannot be used directly or indirectly for security enhancements or equipment to non-governmental criminal justice/public safety entities.

Indirect costs, not limited to expenses such as accounting, payroll, data processing, purchasing, personnel, and building use, may not be requested through this grant program.

In addition, the following items are restricted:

- Vehicles, vessels, or aircraft¹
- Luxury items
- Real estate
- Construction projects
- Any similar matters.

Funding may not be used to request positions for participating federal agencies.

Non-Supplanting:

Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the [OJP Financial Guide](#) (Part II, Chapter 5). Additional information may be found in the [ACJC Grant Management Resource Manual](#).

SPECIAL REQUIREMENTS

Uniform Administrative Requirements and Cost Principles:

If the applicant's jurisdiction is awarded funds it must comply with the following Uniform Administrative Requirements and Cost Principles as indicated in the table below.

¹ Vehicle, vessels, or aircraft may be exempt as long as they are for the direct use of the drug task force. These items may require Commission and/or DOJ/BJA approval prior to encumbrance.

Where can I find...	if I am part of a...	Resources	
		Office of Management and Budget (OMB)	U.S. Department of Justice (DOJ)
Administrative Requirements	Educational Institution	Title 2 CFR, Part 215 (OMB A-110) [PDF - 267 Kb]	Title 28 CFR 70 [PDF-216 Kb]
	State or Local Unit of Government, or Tribal Organization	OMB A-102 Replaced by Uniform Administrative Requirements, also known as "common rule"	Title 28 CFR 66 [PDF - 222 Kb]
	Nonprofit Organization	Title 2 CFR, Part 215 (OMB A-110) [PDF - 267 Kb]	Title 28 CFR 70 [PDF-216 Kb]
Cost Principles	Educational Institution	Title 2 CFR, Part 220 (OMB A-21) [PDF-348 Kb]	US DOJ Administrative Requirements Reference Cost Principles in 28 CFR 66.22 and 28 CFR 70.27
	State or Local Unit of Government, or Tribal Organization	Title 2 CFR, Part 225 (OMB A-87) [PDF-288 Kb]	
	Nonprofit Organization	Title 2 CFR, Part 230 (OMB A-122) [PDF- 276 Kb]	
Audit Requirements	Educational Institution	OMB A-133 [PDF – 172 Kb]	US DOJ Administrative Requirements Reference Cost Principles in 28 CFR 66.26 and 28 CFR 70.26
	State or Local Unit of Government		
	Nonprofit Organization		

<http://www.ojp.usdoj.gov/financialguide/GeneralInformation/chapter2page2.htm>

A-133 Audit or Single Audit:

To meet federal audit requirements, one copy of the most recently completed financial audit must be attached (uploaded) at the time of the application. If your agency does not have a current audit completed for the period ending June 30, 2012, the written correspondence indicating approval of an extension by the federal cognizant oversight agency must be attached (uploaded) with the application. The correspondence must indicate the timeframe for completion and/or approved extension date.

Other Funding Sources:

Applicants will be required to disclose all other funding sources that will be used to enhance the project. The sources and amount of funds should be identified in the **DGVCC FY14 Budget Worksheet** and a statement of how the funds will enhance your project should be included in the Project Summary section. **The DGVCC FY14 Budget Worksheet** can be found at the following location on the ACJC web site:

www.azcjc.gov/ACJC.web/pubs/DGVCC%20FY14%20Budget%20Worksheet.xls

Sustainability Plan:

Within the Project Summary section, applicants should identify future potential funding sources to ensure the program is ongoing beyond the funding availability.

U.S. General Service Administration (GSA) Excluded Parties Listing Service:

If the applicant's jurisdiction is awarded funds, it must agree not to do business with any individual, agency, company or corporation listed in the U.S. General Service Administration (GSA) Excluded Parties Listing Service.

Participation/Collaboration Letters (Apprehension Purpose Area, task force specific applicants only):

Participation/collaboration letters or documents signed by the Authorized Official of the participating agencies indicating their intent to **participate fully** (staff assignment, office space, etc.) in the project are required to be uploaded with the application. Please note: letters of participation from the Arizona Department of Public Safety are sent directly to the Arizona Criminal Justice Commission; therefore, uploading this letter is an exception.

Grantee Self-Assessment Questionnaire:

If the applicant is awarded funds, it agrees to complete the Grantee Self-Assessment Questionnaire and return it to ACJC within 90 days of award of the grant.

Task Force Training (Apprehension Purpose Area, task force specific applicants only):

If the applicant is awarded funds to support a task force project, it must agree that within 120 days of award acceptance, each member of the task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete a required online (internet-based) task force training. The training is provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement.

Confidential Funds Certification:

If utilizing Confidential Funds, a Certification of knowledge and adherence to the *Office of Justice Programs (OJP) Financial Guide* Chapter 17: Confidential Funds must be signed by the Project

Official, and submitted as an attachment at time of application. The **Confidential Funds Certification** form is available via ACJC's web site:

<http://www.azcjc.gov/ACJC.Web/pubs/ConfidentialFundsCertification.pdf>.

Byrne JAG Formula Local Application:

If applicable, a copy of the local Byrne JAG application submitted by your unit of local government to the DOJ/BJA under the 40 percent direct local funding solicitation **must** be submitted to the ACJC Program Manager by e-mail to: dcadmin@azcjc.gov or at the address below within seven (7) calendar days from the local jurisdiction's online application date to the DOJ/BJA.

Arizona Criminal Justice Commission
Attn: Tony Vidale, Program Manager
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007

Equal Employment Opportunity Plan (EEOP):

Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review: An EEOP must be developed by each DOJ grant recipient with 50 or more employees that receives an award of \$25,000 or more under the Omnibus Crime Control and Safe Streets Act of 1968 either directly from the Office of Justice Programs (OJP) or as a sub-grant from a state planning agency such as the Commission.

Declaration Claiming Complete Exemption: Regardless of the amount of funding or number of employees, if the recipient agency is an educational institution, non-profit organization, Indian tribe or medical institution, the agency is eligible to file a certification form claiming complete exemption from the EEOP requirement.

Submissions of the EEOP vary depending on the entity type, number of employees and funding level of a grantee agency.

An acceptable Equal Employment Opportunity Plan or Certification Form Claiming Complete Exemption or Claiming Exemption from the EEOP Submission Requirement must be submitted to the Office of Justice Programs (OJP), U.S. Department of Justice, Office for Civil Rights, 810 7th Street N.W., Washington D.C. 20531. An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. Its purpose is to ensure the opportunity for full and equal participation of men and women in the workplace, regardless of race, color or national origin. The Department of Justice (DOJ) comprehensive guidelines for developing an Equal Employment Opportunity Plan can be found at 28 CFR § 42.301 et seq.

The following guidelines should be used to determine what information, if any must be submitted to Office for Civil Rights (OCR):

An agency **must submit** a Certification Form Claiming Complete Exemption if it is a non-profit organization, educational institution, Indian tribe or medical institution; has less than 50 employees; or is not receiving a single grant or sub-grant award of at least \$25,000. Section A of a certification form must be completed and filed with the OCR and a copy sent

to the Commission: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

An agency **must submit** a Certification Form Claiming Exemption from the EEOP Submission Requirement if it has 50 or more employees and is receiving a single grant or sub-grant award of at least \$25,000, but less than \$500,000. Section B of a certification form must be completed and filed with the OCR and a copy sent to the Commission: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

An agency **must submit** a copy of its EEOP or EEOP Short Form to OCR and send a copy to the Commission if it is receiving a single grant award of \$500,000.

All grantees must forward to OCR a copy of any finding for discrimination made against their agency after a due process hearing (within the past three years) within 30 days of such finding.

For more information, consult the Office for Civil Rights (OCR) web site at www.ojp.usdoj.gov/ocr.

Civil Rights Certification

All recipients of federal funds, regardless of the type of entity or the amount of money awarded, must provide assurance that they will not discriminate against any person on the grounds of race, color, religion, sex, national origin, age or disability, in any program or activity funded in whole or in part by federal financial assistance. The recipient must certify that it will comply with all applicable non-discrimination laws and regulations, and must submit this assurance with the online application as a condition of receiving federal funds (See 28 CFR 42.204).

Specifically, the statute that governs OJP funded programs or activities (Section 809 C), Omnibus Crime Control & Safe Streets Act of 1968, as amended 42 U.S.C. 3789d, (the OJP program statute), prohibits such discrimination, as follows:

No person in any State shall on the ground of race, color, religion, national origin, sex (or disability)* be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

*Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.

The Assistant Attorney General of OJP has delegated the enforcement of civil rights compliance of all OJP grantees to the Director, Office for Civil Rights (OCR). The director has civil rights enforcement responsibilities and determines through established policies and procedures whether any person is being excluded from participating in, denied the benefits of, subjected to discrimination under, or denied employment in connection with the program or activity receiving OJP fund on these grounds.

Where such discriminatory actions are found through compliance reviews or complaint processing the recipient agency may be determined to be in noncompliance for violation of the law and of its signed assurances. If attempts to secure voluntary compliance through negotiations are not successful, the sanction of suspension or termination of funding is required by statute. Some specific forms of discrimination that are prohibited are set out in the OJP program statute's implementing regulations 28 CFR 42.203. For more information consult the Office for Civil Rights (OCR) web site at www.ojp.usdoj.gov/ocr.

Civil Rights Training:

If the applicant is awarded funds, it must agree that within 90 calendar days of award acceptance, the agency will participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws.

REPORTING REQUIREMENTS

Monthly financial reports: Grantees are required to submit monthly financial reports for expenditure reimbursement.

Quarterly activity reports: Grantees are required to report on progress towards the goals and objectives identified in their grant application.

Detailed information on data variables **for core project areas** that successful applicants will, at minimum, be required to report can be accessed by clicking on this link <http://www.azcjc.gov/ACJC.Web/Byrne/ReportingForms.aspx>

As well as any other reporting requirements, grantees are expected to cooperate fully in any national evaluation efforts required by the federal government.

SCORING PROCESS

Each grant application will be scored by a team of qualified individuals based on the scorecard on page 13. The [Arizona 2012-2015 Drug, Gang and Violent Crime Control State Strategy](#), will provide further guidance to application reviewers.

ACJC staff will prepare a proposed allocation plan based upon the results of the scored grant applications, and present the proposed allocation plan to the Drug, Gang, and Violent Crime Committee of the Commission for review. The Committee will present a recommendation regarding the allocation plan to the Arizona Criminal Justice Commission for review and final action. The proposed allocation plan will be made available to applicants five (5) days prior to the funding meeting. Funds will be disbursed to agencies in accordance with the Commission's final approved allocation plan for the grant period of July 1, 2013 through June 30, 2014.

Staff may provide additional information to assist the Commission in making funding decisions. This information may include but is not limited to past performance, including achievement of past goals and objectives or outcomes, and financial and/or programmatic monitoring deficiencies. Applications will be scored using the scorecard included in this announcement.

New applicants are those that do not have a documented award history with ACJC and may provide at least one year of prior grant performance history to obtain points in the Administrative History category, for a maximum total of 40 points. Prior grant performance history documentation should be uploaded for review along with the application.

Acceptable prior grant performance history can be one or all of the following:

- a letter of past performance signed by an agency head
- programmatic monitoring summary and/or corrective action report
- financial monitoring summary and/or corrective action report

- other documentation supporting the achievement/success of a project
- Please note: a scored application does not guarantee an award.
-

APPLICATION CHECKLIST

- ___ **Application submitted via GMS: <http://72.32.210.188/GMS2/Login.aspx>**
- ___ **A-133 Audit (submit as attachment)**
- ___ **Sustainability Plan (included in Project Summary section)**
- ___ **[DGVCC FY14 Budget Worksheet](#) (submit as attachment)**
- ___ **[Confidential Funds Certification](#) (if applicable, submit as attachment)**
- ___ **Participation/Collaboration Letters (Task Force specific applicants only, submit as attachment)**
- ___ **Byrne JAG Formula Local Application (if applicable, submit as an attachment or e-mail to dcadmin@azcjc.gov)**

Scorecard - Drug, Gang, and Violent Crime Control Grant Application

1. Is the project eligible under the *Arizona Drug, Gang and Violent Crime Control State Strategy*? **Yes/No**
2. Was the application received on time? **Yes/No**

If the answer to either question is "No," the application is disqualified and should not be scored.

Scorecard			
Category	Description	Valuation	Maximum Possible Score
Submission	All application information is complete and accurate. <ul style="list-style-type: none"> • Application is complete and accurate • A-133 Audit or Audit Extension Letter • DGVCC Budget Worksheet • Sustainability Plan • Confidential Funds Certification (if applicable) • Participation/Collaboration Letters (task force only) 	Factual	55
Problem Statement	The problem statement identifies the need for services in the community and is supported by statistical data. <ul style="list-style-type: none"> • Problems are clearly stated • Problems are evidenced with statistics • Problems align with the strategy • Problem causes are identified 	Judgment	200
Project Summary	Project summary describes project to be supported. <ul style="list-style-type: none"> • Summary addresses the problems stated • Summary describes agency's activities • Summary includes networking with agencies • Summary is realistic and achievable • Includes sustainability plan • Resembles proactive strategies to address the drug, gang, and violent crime problem • Uses specialized personnel or specialized processes to address the drug, gang, and violent crime problem • Considers gaps in services • If applicable, places a focus on intelligence and information sharing 	Judgment	200
Collaboration Efforts	The project collaborates with other criminal justice agencies and community organizations. <ul style="list-style-type: none"> • Public and community agencies are listed • Detailed collaboration described • Includes a collaborative strategy • Builds and maintains partnerships at federal, state and/or local levels 	Judgment	100
Goals And Objectives	Goals and objectives identify intended project accomplishments. <ul style="list-style-type: none"> • Goals are overarching and reasonable • Goals relate to the problems identified • Objectives are reasonable and achievable • Objectives are a logical connect to goals • Measures are appropriate and collectable 	Judgment	125
Evaluation Plan	Performance Measures are identified and are appropriate. <ul style="list-style-type: none"> • Data collection methodologies clearly defined • Measures are appropriate and collectable • Process to incorporate evaluation findings for purposes of project improvement is identified • Includes evaluation processes that allow for assessing effectiveness and includes sound and reliable data. 	Factual	130

Budget	<ul style="list-style-type: none"> Budget costs are reasonable and allowable Narrative description is complete Matching funds are included (if applicable) Includes resource or cost sharing 	Factual and Judgment	100
Internal Controls	<ul style="list-style-type: none"> Applicant demonstrates adequate internal controls 	Judgment	50
Administrative History	<p>Projects previously funded have met the requirements of the grant including timely, accurate submission of reports and no reportable deficiencies during monitoring reviews.</p> <ul style="list-style-type: none"> Activity reporting Financial reporting Programmatic reportable deficiencies Financial reportable deficiencies <p>*New applicants may submit proof of prior performance</p>	Factual	40
Total:			1,000

REQUEST FOR MODIFICATION OF RECOMMENDED ALLOCATION PLAN

Pursuant to R10-4-405 Drug and Gang Enforcement Account Grants Request for Modification of Recommended Allocation Plan, if an applicant disagrees with the recommended funding allocation, the applicant may verbally appeal to the Committee. The Committee shall consider the request for modification before forwarding the recommended allocation plan to the Commission for action.

If the applicant disagrees with the decision of the Committee, the applicant may verbally request that the Commission modify the recommended allocation plan. The Commission shall consider the request for modification when making a final decision to award or deny a grant. The Commission's decision is final.

APPLICATION PROCESS

The grant application for FY2014 must be completed and submitted using the ACJC Grant Management System (GMS). Detailed application instructions, including information on how to access the GMS, are available at this link <http://www.azcjc.gov/ACJC.Web/Grants/> under the Drug, Gang and Violent Crime Control Program section of the web site.

Paper or emailed applications will not be accepted. All applications and attachments must be submitted through the ACJC Grant Management System.

The application must be successfully submitted to the GMS no later than 3:00 p.m. on Friday, March 22, 2013. Late applications will not be accepted by the GMS or be considered by ACJC.

Funding recommendations will be presented for the Commission's approval at the meeting scheduled on Thursday, May 23, 2013. If approved, a list of funded programs will be posted on the ACJC website on Friday, May 24, 2013.

ARIZONA CRIMINAL JUSTICE COMMISSION

FY 2014 COMPETITIVE GRANT APPLICATION INSTRUCTIONS

DRUG, GANG, AND VIOLENT CRIME CONTROL PROGRAM

For Assistance

If you have questions about the grant instructions or the Grant Management System (GMS), contact Jennifer Hawkins, Grant Coordinator, at 602-364-1168, Tony Vidale, Program Manager, at 602-364-1155 or e-mail dcadmin@azcjc.gov

**Arizona Criminal Justice Commission
1110 W. Washington St., Suite 230
Phoenix, AZ 85007
Office: (602) 364-1146
Fax: (602) 364-1175**

Introduction

The Arizona Criminal Justice Commission (ACJC) has developed these instructions to assist you with your application submission for the FY 2014 Drug, Gang, and Violent Crime Control (DGVCC) Competitive Grant application.

Assistance and Resources

ACJC staff is able to provide assistance regarding the application submission through ACJC's Grant Management System (GMS). During the open solicitation period, staff cannot advise applicants on proposed projects. Detailed instructions on the use of GMS are available at http://72.32.210.188/grants/GMS2/Documentation/ACJC_GMS_Manual.pdf. Access to the GMS is available at <http://www.azcjc.gov/ACJC.Web/Grants/GMSIndex.aspx>. In addition, application content guidance is found in the grant announcement and the [Grant Writing Training Manual](#) available on ACJC's web site.

Funding Priorities

For purposes of outlining funding priorities for the FY14 Drug, Gang, and Violent Crime Control Program, the Commission has developed a tier system. Each purpose area has been categorized as a Tier I, Tier II, or Tier III project (see below). Tier I projects will receive the primary focus in allocating funding. Although Tier I projects will receive priority consideration, the funding recommendation will recognize to the extent possible the workload impact one part of the criminal justice system has on other parts.

TIER I:

- Apprehension
- Prosecution

TIER II:

- Forensic Support Services
- Adjudication and Sentencing
- Corrections and Community Corrections

TIER III:

- Substance Abuse Treatment for Corrections-Involved Individuals (*Eligible under the RSAT grant program*)
- Prevention and Education

Please review the Drug, Gang, and Violent Crime Control Competitive Grant Announcement to ensure your project meets the necessary eligibility requirements.

Application Tips

When completing your application:

- Complete text responses in a Word document; then copy and paste them into the GMS application
- Check the spelling and grammar on each response
- Sustainability plan should be addressed within the Project Summary section of the application
- Save your application frequently
- Use the checklist in the Grant Announcement to make sure all required documents are submitted

Completing the Application

Please include as much information as possible for each field in the application. Fields in the Grant Management System (GMS) with a red flag next to them are required for successful submission of the application.

1. General Information

- **ACJC Grant Program**

The GMS will auto fill this field. (Drug, Gang, and Violent Crime Control)

- **Period Title**

The GMS will auto fill this field. (Cycle 27)

- **Project Title**

Provide the name of the project or program, such as the name of the task force. For prosecution and forensic projects, the project title may begin with "Prosecution for" or "Forensic support for" then insert the task force name. A project not associated with a specific task force or is statewide, may be named as desired.

- **Purpose Area**

The applicant is prompted to select the applicable purpose area from a drop-down menu. *As stated in the Funding Priorities section of this document, Tier I projects will receive priority consideration in providing recommendations for award.* The approved purpose areas are:

A -- Apprehension

P -- Prosecution

PF -- Prosecution, Statewide Forfeiture

F -- Forensics

AD -- Adjudication

C -- Corrections

E -- Education/Prevention

-- Other

- **Continuation Grant**

The radial button is automatically selected to "No." The applicant does not need to adjust this setting.

- **Applicant Agency**

This information pulls directly from the user's profile. A different agency or a different department may be selected from the dropdown menu. However, new agency or new departments must be added through the "Edit Profile" function (see GMS instructions for more information).

DUNS Number and Central Contractor Registry

These fields are mandatory for all applicants. All agencies must have a DUNS number and be registered with CCR at the time of award. Returning applicants are required to update their user profile prior to opening an application by entering the numeric DUNS number

and selecting the appropriate "Yes"/"No" response for the Central Contractor Registry (CCR).

Data Universal Numbering System (DUNS):

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used by federal agencies for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at: <http://fedgov.dnb.com/webform/displayHomePage.do>.

Central Contractor Registration (CCR):

In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. However, applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures may be accessed at www.sam.gov. It is recommended that applicants begin the registration process immediately, which may take up to few weeks to complete.

- **Participating Agencies**

The applicant is to provide a listing of participating agencies or enter "not applicable" if other agencies are not involved with the project.

- **Authorized Official**

This must be a person in the applicant agency who is authorized to sign grant agreements.

- **Project Official**

This is the person who is responsible for overseeing administration of the project or program.

2. Project Narrative

- **Project Mission Statement** (Response limitation is 1,500 characters including spaces.)

Include a mission statement that describes the focus or direction of the agency (i.e. task force, prosecutorial agency, etc.) in addressing drug, gang and/or violent crime. If the agency is part of a larger, diverse service organization, use the mission statement that is most closely related to the program applying for funding.

- **Problem Statement** (Response limitation is 7,000 characters including spaces.)

Utilize this section to demonstrate a compelling need for the program in order to maintain or improve public safety.

- Describe the problem(s)/issue(s) that require your agency's involvement to reduce drug, gang and/or violent crime.

- Demonstrate the impact of the problem(s)/issue(s) on your community using verifiable statistical data:

Scope of Problem: Use data that reflects the scope of the problem of illegal drug manufacture, distribution, and use. Include how this may impact and create related problems in your jurisdiction (local threat assessment).

Resources: Use data that reflects the absence or limitations of resources to support law enforcement, prosecution, adjudication efforts and/or criminal justice support services.

- **Project Summary** (Response limitation is 7,000 characters including spaces.)

Provide a summary of the proposed project that would be supported with requested grant funds.

- *Strategies/approach:* Describe the strategy/approach to be used in reaching project goals and objectives.
- *Implementation Plan:* Outline specific tasks/activities to be conducted in order to put the strategy/approach into action.
- *Organizational Capacity:* Describe your agency's capacity to implement the proposed project. Applicants with previous experience are encouraged to describe previous success with project implementation.
- *Sustainability Plan:* Identify future potential funding sources to ensure the program is ongoing beyond the funding availability.

- **Project Collaboration** (Response limitation is 4,000 characters including spaces.)

Demonstrate a strong collaborative effort with law enforcement, prosecution, service providers, community organizations and other governmental and social service agencies.

- List the public and private organizations your agency collaborates with in connection with the scope of the proposed project. If there are member agencies associated with the project, identify resources such as funding, personnel, volunteers, space, equipment, criminal intelligence support systems to be dedicated by each member agency.
- Describe in detail a recent collaboration. Discuss the purpose of the collaboration and your agency's contribution to the process and the outcomes.

- **Evaluation Plan** (Response limitation is 4,000 characters including spaces.)

Describe how the agency will determine whether the project is making progress toward achieving its stated goals and objectives.

- Identify the method in which statistical data will be tracked, i.e. service tracking database, Excel spreadsheet, hand-counted tally.
- Describe the process for reviewing the statistical data and utilizing the data to refine the strategy/approach to meet goals and objectives.

3. Goals and Objectives

Purpose: Goals, objectives, and performance measures are used by ACJC and the federal awarding agency to establish clear expectations of overall performance and to measure the success of the project.

NOTE: As detailed in APPENDIX A of this document, mandatory goals, objectives and performance measures have been established for the purpose areas identified in the [Arizona 2012-2015 Drug, Gang and Violent Crime Control Strategy](#):

Tier I Projects:

- Apprehension
- Prosecution

Tier II Projects:

- Forensic Support Services
- Adjudication and Sentencing
- Corrections and Community Corrections

Tier III Projects:

- Substance Abuse Treatment for Corrections-Involved Individuals (*Eligible under RSAT grant program*)
- Prevention and Education

***At minimum, applicants must include in their application the mandatory goals, objectives and performance measures detailed in APPENDIX A.**

DETAILED INSTRUCTIONS FOR ENTERING GOALS, OBJECTIVES AND PERFORMANCE MEASURES:

Goals: Goals are general and should reflect what the project aims to accomplish for your jurisdiction or community area.

Step 1: Click **Add New Goal**

Step 2: Enter project goal into **Goal** text box

Step 3: After objective(s) and performance measure(s) have been entered for the goal, click **Add New Goal** to enter additional goals (if applicable)

Objectives: Objectives are specific, measurable, attainable, realistic, and achievable within the timeline of the grant award. Objectives have a direct correlation to the goal selected.

Step 1: Type the objective that correlates with the goal stated above into the **Objectives** text box

Step 2: After performance measure(s) have been entered for the first objective, type the next objective in the **Objectives** text box (if there are multiple objectives for the same goal)

Performance Measures: Performance Measures are a quantitative metric used to monitor and evaluate progress toward goals and objectives. *Note: If utilizing multiple performance measures to monitor an objective, please complete separate entries for each performance measure.*

- Step 1: Quantify the measure by entering an estimated figure (by percent or quantity) for each performance measure, i.e. 125.
- Step 2: Type the measure into the **Performance Measures** text box, i.e. Number of arrests for transport/import of drugs.
- Step 3: Click **Add** when the performance measure has been entered.
- Step 4: Repeat the process of quantifying the measure, typing the measure into the **Performance Measures** text box, and clicking **Add** (if there are multiple measures for the same objective).

SAMPLE VIEW OF GOALS, OBJECTIVES AND PERFORMANCE MEASURES:

Below, a screen shot has been provided that demonstrates the format for which goals, objectives and performance measures should be entered. This screen shot is intended to demonstrate format and not content. Applicants should reference APPENDIX A of this document for guidance on content.

Goals and Objectives ([Edit this section](#))

Goal: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct arrests for importing/transporting of illicit drugs	%	75	Number of arrests for transport/import of drugs
Conduct arrests for distribution of illicit drugs	%	225	Number of arrests for distribution/sale of drugs
	%	350	Number of arrests for buying/receiving drugs
Disrupt methamphetamine labs	%	35	Number of methamphetamine related investigations
	%	5	Number of clandestine labs seized
	%	5	Number of methamphetamine dump sites discovered
	%	10	Number of methamphetamine sites referred for mitigation/cleanup
Eradicate marijuana cultivation grows	%	50	Number of indoor marijuana grows seized
	%	100	Number of outdoor marijuana grows seized
Disrupt or dismantle Drug Trafficking Organizations	%	15	Number of DTOs disrupted
	%	5	Number of DTOs dismantled

Goal: Strengthen collaborative partnerships between federal, state, and local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaborative activities with other agencies	%	20	Number of deconfliction events
	%	40	Number of tips/leads referred to other task forces
	%	10	Number of counterterrorism referrals
	%	25	Number of drug-endangered child referrals or calls to CPS
	%	25	Number of drug interdiction activity assists
Conduct intelligence driven, collaborative investigations	%	40	Number of intelligence driven, collaborative investigations
	%	30	Number of intelligence driven investigations resulting in arrest
	%	25	Number of intelligence driven investigations resulting in drug seizures

4. Budget

Provide budget detail and narrative for the *applicable* budget categories listed below. **NOTE:** Matching funds up to 25 percent *may* be required. **In submitting funding requests, applicants should include the amount of grant funds being requested plus a 25 percent match.** i.e. If the applicant intends to request \$75,000 in grant funding to carry out the proposed project, the total funding request should reflect \$100,000 (\$75,000 in grant funds plus \$25,000 in match funds).

- Salary and ERE

In the budget table provide the position title, what portion of the position will be funded (i.e. 1.0 or .5), the total annual salary for the position, and the ERE Rate. If requesting funding for more than one position please prioritize the positions from top to bottom.

Use the "Personnel" text box above the table to provide a very brief description of each position (please provide detailed job descriptions as attachments). Please explain why this position is critical to the program. If requesting funding for multiple positions, please explain prioritization.

In the "ERE Breakdown" text box below the Overtime table, list all the expenses included in fringe benefits, i.e. health insurance, workers' compensation, FICA, etc. Include a percentage for each category and a total ERE percentage for each position.

NOTE: Multi-agency, multi-jurisdictional drug, gang and violent crime projects may request state, county, and local personnel, ERE, and overtime. There must be a commitment by the participating agency that the personnel can be provided. Funding may not be used to request positions for participating federal agencies.

NOTE: Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the OJP Financial Guide (Part II, Chapter 5).

Please remember to save after entering individual lines when entering budget data.

- Overtime

Enter the request for overtime in the table provided.

Please remember to save after entering individual lines when entering budget data.

- Consultant/Contractual Services

In the text box, for each vendor provide detailed vendor information including name and a description of the services provided to the program.

In the table, provide the type of service, number of hours, and hourly rate for each vendor. Examples of Consultant/Contractual Service types are contractual accounting, legal, counseling, and data processing services.

Please remember to save after entering individual lines when entering budget data.

- In-State Travel

In the text box, provide a detailed description of the purpose of the travel and how it supports the work of the program.

In the table, provide a description of the travel type, rate per mile, and number of miles using your organization's established mileage rate.

Please remember to save after entering individual lines when entering budget data.

- Out-of-State Travel

In the text box, provide a detailed description of the purpose of the travel and how it supports the work of the program.

In the table provide a description of the travel type, rate per mile, and number of miles using your organization's established mileage rate.

Please remember to save after entering individual lines when entering budget data.

- Confidential Funds

Select the "expense type" from the dropdown list and then enter the dollar amount requested.

Please remember to save after entering individual lines when entering budget data.

- Other Operating Expenses

In the text box provide a detailed description of the expense; and in the table, information on the amount requested. "Other Operating Expenses" include pager, cell phones, training fees, etc. Other expenses must be in direct support of the program.

Please remember to save after entering individual lines when entering budget data.

- Equipment

In the text box, provide a description of the item, quantity, purchase price or monthly lease rate for each type of equipment item requested. Note: Pagers and cell phones will be reported under Other Operating Expenses. Complete the table to request equipment funding.

Please remember to save after entering individual lines when entering budget data.

- Matching Funds

Matching funds up to 25 percent *may* be required. The Commission will determine the necessity of matching funds based on program need at the Commission meeting scheduled on March 22, 2012.

In responding to the statement, "If matching funds are required for this grant program, provide a description of what funds will be used as the required match," provide one of the following descriptions:

- General Fund
- RICO
- HIDTA
- Other (list the source)

Please note federal funds cannot be used to match other federal dollars.

5. Administration

- **Matching Funds Form Field**

If ACJC funds will be used as matching funds for other grant program(s), please list the name(s) of the grant program and funding agency.

- **Audit Requirements**

- (a) List the date of the last financial audit.
- (b) Check "yes" if the audit resulted in a Schedule of Findings and Questioned Costs.
- (c) If a Schedule of Findings and Questioned Costs was issued, please attach a copy along with the management letter in the attachment section.

- **Internal Controls**

Please answer all questions concerning your organization's internal controls. If you answered "No" to any of the questions in this section, please provide a brief explanation in the text box provided.

6. Attachments

- *A-133 Audit or Single Audit*

To meet federal audit requirements, the jurisdiction's most recently completed financial audit must be attached (uploaded) at the time of the application. If your agency does not have a current audit completed for the period ending June 30, 2012, the written correspondence indicating approval of an extension by the federal cognizant oversight agency must be attached (uploaded) with the application. The correspondence must indicate the time frame for completion and/or approved extension date.

- *Budget Worksheet*

Applicants will be required to disclose all other funding sources that will be used to enhance the project. The sources and amount of funds should be identified in the **DGVCC FY14 Budget Worksheet** and a statement of how the funds will enhance the project should be included in the Project Summary section. If the applicant agency has applied for funds but the status of the request is unknown, indicate this with a "P" in the bottom box indicating the request is pending. The Funding Disclosure Worksheet is available via the Grant Resources page on ACJC's web site:

www.azcjc.gov/ACJC.web/pubs/DGVCC%20FY14%20Budget%20Worksheet.xls.

- *Participation/Collaboration Letters (Task Force Applicants only)*
Participation/collaboration letters or documents signed by the Authorized Official of the participating agencies indicating their intent to **participate fully** (staff assignment, office space, etc.) in the project are required to be uploaded with the application. Please note: letters of participation from the Arizona Department of Public Safety are sent directly to the Arizona Criminal Justice Commission, therefore, uploading this letter is an exception.
- *Confidential Funds Certification*
If utilizing Confidential Funds, a Certification of knowledge and adherence to the Office of Justice Programs (OJP) Financial Guide *Chapter 17: Confidential Funds* must be signed by the Project Official and submitted as an attachment at time of application. The **Confidential Funds Certification** form is available via ACJC's web site:
<http://www.azcjc.gov/ACJC.Web/pubs/ConfidentialFundsCertification.pdf>.

How to attach (upload) a document into GMS

- Step 1: From the **Attachments** tab in GMS, Click the **Browse** button to navigate to the document you wish to attach/upload.
- Step 2: Once you have selected the document, click **Upload Selected File**.
- Step 3: Click the **Save** button on the right side of the screen

7. Special Conditions

Please read all special conditions. Acceptance is required in order to submit the grant application.

Appendix A – Mandatory Goals, Objectives, and Performance Measures

Purpose Area: APPREHENSION

APPREHENSION Goal 1: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.	
Objective 1.1 Increase arrests for importing/transporting of illicit drugs	Performance Measure: 1. Number of arrests for transport/import of drugs
Objective 1.2 Increase arrests for the distribution of illicit drugs	Performance Measures: 1. Number of arrests for distribution/sale of drugs 2. Number of arrests for buying/receiving drugs
Objective 1.3 Disrupt methamphetamine labs	Performance Measures: 1. Number of methamphetamine related investigations 2. Number of clandestine labs seized. 3. Number of methamphetamine dump sites discovered 4. Number of methamphetamine sites referred for mitigation/cleanup
Objective 1.4 Eradicate marijuana cultivation grows	Performance Measures: 1. Number of indoor marijuana grows seized 2. Number of outdoor marijuana grows seized
Objective 1.5 Disrupt or dismantle Drug Trafficking Organizations	Performance Measures: 1. Number of DTOs disrupted 2. Number of DTOs dismantled
Objective 1.6 Arrest members of criminal street gangs	Performance Measures: 1. Number of arrests of criminal street gang members

APPREHENSION Goal 2: Strengthen collaborative partnerships between federal, state, and local law enforcement and prosecutorial agencies.	
Objective 2.1 Conduct coordination or collaboration activities with other agencies	Performance Measures: 1. Number of deconfliction events 2. Number of tips/leads referred to other task forces 3. Number of counterterrorism referrals 4. Number of drug-endangered child referrals or calls to CPS 5. Number of drug interdiction activity assists
Objective 2.2 Conduct intelligence-driven, collaborative investigations	Performance Measures: 1. Number of intelligence-driven, collaborative investigations 2. Number of intelligence-driven investigations resulting in arrest 3. Number of intelligence-driven investigations resulting in drug seizures

Purpose Area: PROSECUTION

PROSECUTION Goal 1: To enhance the pursuit of justice for drug and drug-related gang and violent crimes in an equitable, unprejudiced, and expeditious manner.	
Objective 1.1 Prosecute drug-related cases	Performance Measures: 1. Number of drug-related cases referrals received 2. Number of drug-related cases declined for prosecution 3. Number of drug-related cases deferred to a diversion program 4. Number of drug-related cases dismissed 5. Number of drug-related cases resulting in conviction 6. Number of drug-related cases resulting in acquittal
Objective 1.2 Prosecute members of criminal street gangs	Performance Measures: 1. Number of criminal street gang members prosecuted
PROSECUTION Goal 2: Strengthen collaborative partnership between federal, state, and local law enforcement and prosecutorial agencies.	
Objective 2.1 Conduct coordination or collaboration activities with other agencies	Performance Measures: 1. Number of drug-related law enforcement investigation assists 2. Number of meeting(s) with law enforcement related to case preparation, case processing and/or hearings 3. Number of trainings/briefings offered to law enforcement from prosecutors 4. Number of trainings/briefings offered by law enforcement and attended by prosecutors
PROSECUTION Goal 3 (Statewide Civil Forfeiture Efforts Only): Deprive Arizona drug money laundering criminals of their profits.	
Objective 3.1 Achieve successful outcomes in high-impact cases	Performance Measure: 1. Number of successful outcomes 2. Total number of high-impact cases
Objective 3.2 Disrupt criminal enterprises with consequence of limiting subsequent criminal conduct	Performance Measure: 1. Number of criminal enterprises disrupted 2. Number of cases involving criminal enterprises
Objective 3.3 Partner with task forces to prepare and execute seizure warrants in cases where money laundering is a principal allegation	Performance Measure: 1. Number of seizure warrants issued on behalf of task forces in money laundering cases 2. Total number of seizure warrants issued in money laundering cases
PROSECUTION Goal 4 (Statewide Civil Forfeiture Efforts Only): Improve coordination of Arizona forfeiture/money laundering efforts.	
Objective 4.1 Provide forfeiture/money laundering training programs for attorneys and investigators statewide	Performance Measure: 1. Number of prosecutors and/or investigators that are provided training on forfeiture/money laundering 2. Number of training participants demonstrating increased knowledge
Objective 4.2 Provide analytical/investigative law enforcement assists	Performance Measure: 1. Number of requests for assistance received 2. Number of assists provided

Purpose Area: FORENSIC SUPPORT SERVICES

FORENSIC SUPPORT SERVICES Goal 1: To enhance forensic analysis processing to aid in the apprehension and prosecution of drug offenders.	
Objective 1.1 Conduct forensic drug analysis	Performance Measures: 1. Number of requests for analysis awaiting analysis (in queue or backlogged) 2. Number of analysis reports completed 3. Average number of days from receipt of sample to analysis report
Objective 1.2 Provide expert witness testimony	Performance Measure: 1. Number of times staff testified in court 2. Number of times staff testified in court on cases brought forward by task force
Objective 1.3 Efficiently process forensic cases	Performance Measures: 1. Number of cases handled per FTE 2. Average number of working days to complete analysis 3. Average processing cost per analysis

FORENSIC SUPPORT SERVICES Goal 2: To collaborate with apprehension and prosecution agencies in the investigation and examination of drug-related evidence.	
Objective 2.1 Assist law enforcement in the examination of drug evidence	Performance Measure: 1. Number of investigation assists 2. Number of task force specific investigation assists
Objective 2.2 Conduct drug field testing training	Performance Measures: 1. Number of field test training classes completed 2. Number of officers trained in drug field testing 3. Number of agencies participating in field testing sessions 4. Number of training participants demonstrating increased knowledge

Purpose Area: ADJUDICATION AND SENTENCING

ADJUDICATION AND SENTENCING Goal 1: To enhance court adjudication services for drug offenders.	
Objective 1.1 Provide enhanced court service activities for drug offenders	Performance Measures: <ol style="list-style-type: none">1. Number of drug court participants2. Number of drug court graduates3. Number of drug court participants that did not recidivate during participation4. Average processing time of drug-related cases funded by the grant5. Number of indigent defendants requesting services6. Number of indigent defendants served
Objective 1.2 Provide probation services	Performance Measures: <ol style="list-style-type: none">1. Number of drug offenders that received surveillance2. Average number of days to prepare cases for drug offenders3. Total number of drug probationers screened for services4. Total number of drug probationers receiving drug treatment5. Total number of drug probation absconders apprehended
Objective 1.3 Conduct presentence investigations	Performance Measures: <ol style="list-style-type: none">1. Number of presentence investigation reports prepared2. Number of presentence investigation reports submitted on time without a continuance

Purpose Area: CORRECTIONS AND COMMUNITY CORRECTIONS

CORRECTIONS AND COMMUNITY CORRECTIONS Goal 1: Provide a safer and more effective environment for inmates and staff at correctional and detention facilities.	
Objective 1.1 Identify and disrupt criminal support systems of inmates	Performance Measures: 1. Number of successful criminal syndicate investigations involving civilian suspects 2. Number of successful prosecutions involving inmates and civilians for prison contraband
Objective 1.2 Identify Security Threat Group (STG) members, associates, and prospective members	Performance Measures: 1. Number of validation packets and gang member identification cards used to document prison gangs 2. Number of inmates participating in debriefings to cooperate with investigators 3. Number of inmates entering into the Step Down program, in which STG members formally denounce their membership and agree to stop associating with their gang
Objective 1.3 Enhance security measures within correctional facilities	Performance Measures: 1. Number of seizures of contraband located, entering facilities and within facilities 2. Number of successful prosecutions for prison contraband
CORRECTIONS AND COMMUNITY CORRECTIONS Goal 2: To maintain effective community supervision of drug offenders, facilitate their successful transition from prison to the community and return offenders to prison when necessary to protect the public.	
Objective 1.1 To effectively release, supervise and monitor drug offenders under active Department community supervision.	Performance Measures: 1. Percentage of drug offenders on community supervision 2. Percentage of drug offenders on community supervision returned to prison for technical violations 3. Percentage of drug offenders on community supervision returned to prison for a new crime 4. Number of drug offenders returned to prison for absconding

Purpose Area: PREVENTION AND EDUCATION

PREVENTION AND EDUCATION Goal 1: Decrease the likelihood of engagement in drug, gang and/or violent crime	
Objective 1.1 Conduct effective education and awareness events on the risks associated with drug and gang involvement	Performance Measures: <ol style="list-style-type: none">1. Number of individuals receiving drug and/or gang prevention and education programming2. Number of individuals demonstrating an increased knowledge that received programming
Objective 1.2 Improve pro-social behaviors	Performance Measures: <ol style="list-style-type: none">1. Number of individuals served2. Number of individuals completing program requirements3. Of individuals completing program requirements, number of individuals exhibiting desired change in targeted behaviors

ARF-1741

Regular Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Joseph Heatherly,
Finance Director

Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Department

Department: Finance Department

Fiscal Year: 2013-2018

Budgeted?: Yes

Contract Dates April 2013 to

Grant?: No

Begin & End: March 2018

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Resolution 13-04-02 for Amendment No. 1 to Contract with Colorado CustomWare, Inc., and a Lease Purchase Agreement with Zions First National Bank

Background Information

On December 5, 2007, Gila County entered into a Master Services Agreement with Colorado CustomWare, Inc. (CCI) to purchase RealWare, FieldWare, and GeoWare software systems. The agreement allows for an annual payment that covers the right to use the software, as well as provides a maintenance agreement for the software.

Initially, the Arizona Department of Revenue (ADOR) had planned to build a new system with the help of a company called Manatron. This contract would have replaced the software in eleven counties, including Gila County. To fund the endeavor, ADOR had assessed each participating county an amount between \$2.20 and \$2.35 per parcel. That project failed and ADOR notified all counties that were participating in the project, that ADOR was not going to continue with a state system.

CCI responded to an RFP for software that would perform the tasks that the state system was capable of performing. The RFP was issued by Navajo County on behalf of themselves, Gila County, Santa Cruz County, Greenlee County and Apache County. These five counties did not have the ability to purchase the system outright, so it was agreed that CCI would absorb all of the front end costs, and license costs and combine them with an annual support cost. It was further agreed to spread that cost out over a ten year period. At the time of the initial Master Services Agreement, that cost was calculated on the initial per parcel amount of \$2.20, that was assessed by ADOR in their failed project, with a per parcel rate increase of \$0.05 per year to top out at \$2.35 per parcel. To date, for the last five years, Gila County has been paying CCI, an annual average amount of \$101,000, which includes an annual maintenance charge.

Gila County has five years remaining on the lease purchase of the CCI software.

On February 19, 2013, this agenda item was presented to the Board and at that time the Finance Director asked the Board to table the item as all documents were not yet signed by Zions First National Bank. The Board tabled the item. Since that time, the Anti-Terrorism Warranty and Legal Arizona Workers Act statement has been signed by Zions.

Evaluation

Recently, CCI entered into an agreement with Zions First National Bank to finance the Software License Fees, in which Zions will pay a reduced amount of ten percent (10%) directly to CCI.

Per the terms of the proposed agreement from CCI, Gila County will pay CCI directly for the 2013-2014 year. CCI has reduced the annual payment for 2013-2014 of \$101,233.30 by ten percent (10%), contingent on Gila County taking advantage of the financing offered by Zions First National Bank, thus the amount Gila County will pay for the 2013-2014 payment will be \$91,109.99.

By Gila County entering into these agreements with CCI/Zions First National Bank for the remaining five years, the first year payment to CCI would be \$91,109.99, thereafter, the payments would be split between CCI and Zions First National Bank for Maintenance Support of \$28,523.78 and Lease Purchase of \$62,586.22, respectively. The contracts would extend through fiscal year 2017-2018, resulting in a total savings to Gila County of \$ 50,616.55 or a ten percent (10%) overall savings.

Conclusion

It would serve Gila County to enter into an amendment with CCI, and, a Lease Purchase Agreement with Zions First National Bank for the remaining four years of the RealWare, FieldWare and GeoWare software systems. The County would realize a substantial monetary savings of \$50,616.55.

Recommendation

County staff recommends accepting both CCI's Amendment No. 1 to the Software Contract, License; Clarification of Payment Terms; and Discount, *and*, the Lease Purchase Agreement proposed by Zions First National Bank. Acceptance of these documents results in a \$10,123.31 annual savings to Gila County, with a total savings over 5 years of \$50,616.55.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Software Contract (which is an amendment to a Master Services Agreement) between Colorado CustomWare, Inc. (CCI) and Gila County; to approve a Lease Purchase Agreement between Zions First National Bank and Gila County whereby the County will realize an overall savings of \$50,616.55 over a five-year period; and to adopt Resolution No. 13-04-02, which authorizes the approval of the Lease Purchase Agreement, all of which is needed for the Assessor's Office software package. **(Jeannie Sgroi)**

Attachments

Amendment NO. 1 to Software Contract with Colorado Custom Ware, Inc.
Lease Purchase Agreement with Zions First National Bank

Resolution No. 13-04-02

Anti-Terrorism Warranty and Legal Arizona Workers Act

Master Services Agreement between Gila County and Colorado Custom Ware Inc

Legal Explanation



AMENDMENT 1
TO SOFTWARE CONTRACT
License; Clarification of Payment Terms; and Discount

This Amendment is hereby entered into by Colorado CustomWare, Inc. ("CCI") and the County of Gila, an Arizona public entity with its principal place of business at 1400 E. Ash Street, Globe, AZ 85501 ("County") as of the last date of the parties' signatures below. This Amendment is made part of and supersedes elements of the contract between CCI and the County title "Master Services Agreement" dated December 5th, 2007 (the "Agreement"). All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted. The parties agree that the Agreement and its Exhibits and other attachments shall remain in full force and effect unless specifically modified herein.

NOW THEREFORE, the following terms and conditions are hereby amended:

1. **Definition of Software.** The term "Software" shall mean all software as it relates to the System including Standard Software and Custom Software as defined within the Agreement.
2. **Software License.** This section supersedes the Agreement § 32, "Quiet Possession and Usage." Upon payment of the Software License Fees under the Agreement and as clarified by this Amendment, CCI grants to the County, and the County accepts, a perpetual, non-transferable, limited, non-exclusive, Software License to: (i) use the Software in object code form as limited by the Agreement and this Amendment; (ii) use the Software only for County's internal business needs; and (iii) make one (1) archival copy of the Software that is currently installed on County's hardware provided the County affixes to any such copy all copyright, confidentiality, and proprietary notices that appear on the original, the County gives written notice to CCI of the existence of such archival copy, and such archival copy is subject to all limitations set forth in the Agreement. All rights not expressly granted hereunder shall be reserved to CCI. Additionally, the County shall not, sublicense, sell, rent, transfer, distribute or otherwise commercially exploit or make the Software available to any third-party. The County and all of its users who have the right to use the Software on behalf of the County under the Agreement, will be bound to and comply with the Agreement. This license grant is effective upon the County's acceptance of this Amendment, indicated by the signature on this Amendment of an authorized signatory of the County.

The County shall not, directly or indirectly (i) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software, or any portion thereof; (ii) make more copies of the Software than is specified in the Agreement, this Amendment, or allowed by applicable law, despite this limitation; (iii) publish or otherwise display the Software including any screenshots of the Software, for others to copy; (iv) modify or create a derivative work of any part of the Software; (v) use the Software other than as, or for any purpose other than that, set forth in the Agreement or in any application that may involve risks of death, personal injury, severe property damage, or environmental damage; and (vi) file copyright or patent applications that include the Software or take any other action that may transfer any intellectual property rights in the Software to any person or entity other than CCI. The County recognizes that the Software is itself proprietary information and shall use at least the same degree of care as it uses to protect its own proprietary information of similar kind, but in no event shall such care be less than commercially reasonable, so as to protect the Software without limiting the generality of the foregoing. For avoidance of doubt, the archival copy of the Software the County is permitted to keep hereunder may be used only to comply with the County's record keeping obligations under applicable law and for no other purpose.

3. **Term.** This section supersedes the Agreement § 6, "Term of Agreement." The term of the Software License granted hereunder shall begin December 5th, 2007 and continue in perpetuity.

The term for support and other services as stated within the Agreement shall be for ten (10) years expiring March 31st, 2018. Upon the expiration of the term, CCI and the County may mutually agree to renew the contract for additional one (1) year terms thereafter. Any stipulated fees are subject to change upon any renewal.

4. **Payments.** The annual payments described within the Agreement are made in consideration of the Software License and the installation and related services of the System which have been already completed ("Software License Fee"), and for separate on-going support of the software ("Support Fee"). These annual payments are based upon the quantity of parcels within the corporate limits of the County. Support Fees are payable net 30 days as billed. In addition to any amounts already paid under the Agreement, the parties acknowledge the County's annual payment obligations to CCI for the remainder of the term are as follows:

Annual Period	Estimated Parcels	Rate per Parcel	Software License Fee	Support Fee	Annual Payment
April, 2013 – March, 2014	43,078	\$2.35	\$76,247.96	\$24,985.34	\$101,233.30
April, 2014 – March, 2015	43,078	\$2.35	\$69,540.26	\$31,693.04	\$101,233.30
April, 2015 – March, 2016	43,078	\$2.35	\$69,540.26	\$31,693.04	\$101,233.30
April, 2016 – March, 2017	43,078	\$2.35	\$69,540.26	\$31,693.04	\$101,233.30
April, 2017 – March, 2018	43,078	\$2.35	\$69,540.26	\$31,693.04	\$101,233.30
TOTAL			\$354,409.00*	\$151,757.50	\$506,166.50

* This and amounts previously paid to CCI represent the entire purchase price of the Software Licenses in connection with the project.

5. **Discount.** If (i) this Amendment is executed on or before April 2nd, 2013 and (ii) the County subsequently enters into a separate agreement with Zions Bancorporation to finance the Software License Fees and (iii) pays a reduced amount directly to CCI upon execution of this document of **Ninety-One Thousand One Hundred Nine Dollars and Ninety-Nine Cents (\$91,109.99)** for 2013, then the County shall be entitled to a ten percent (10%) discount applied to (i) the gross total of the Software License Fees such that the County shall be obligated to pay no more than **Two Hundred Fifty Thousand Three Hundred Forty-Four Dollars and Eighty-Five Cents (\$250,344.85)** for such gross total of the Software License Fees; plus (ii) the annual Support Fees payable to CCI (detailed below). The sum of \$250,344.85 represents the total out-of-pocket expense for Software License Fees and includes the interest charged at the rate of Three and One Quarter Percent (3.25%) for a four (4) year lease term. The cash price payable to CCI prior to Feb 15th, 2013 is **Two Hundred Thirty-One Thousand Three Hundred Thirty-Five Dollars and Ninety Cents (\$231,335.90)**.

Annual Period	Software License Fee	Support Fee (TO CCI)	Annual Payment
April, 2013 – March, 2014*	\$62,586.21	\$28,523.78	\$91,109.99*
April, 2014 – March, 2015	\$62,586.21	\$28,523.78	\$91,109.99
April, 2015 – March, 2016	\$62,586.21	\$28,523.78	\$91,109.99
April, 2016 – March, 2017	\$62,586.21	\$28,523.78	\$91,109.99
April, 2017 – March, 2018	\$62,586.22	\$28,523.77	\$91,109.99
TOTAL	\$312,931.06	\$142,618.89	\$455,549.95

* Paid directly to CCI

6. **Termination.** Any termination of the Agreement and this Amendment shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination including the County's obligation to pay any fees due.

By signing below, the parties represent and warrant that they have read and understand the provisions of this Amendment, as well as the terms and conditions set forth in the Agreement.

County of Gila, Arizona

Colorado Custom Ware, Inc.

By: _____

By: Lari Buehl

Printed Name & Title

President
Printed Name & Title

Date: _____

Date: 3/25/2013

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of April 2, 2013, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84133 ("Lessor"), and Gila County, Arizona ("Lessee") a body corporate and politic existing under the laws of the State of Arizona. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery and Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents,

including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"Business Day" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Arizona are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"Equipment" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"Lessee" shall mean Gila County.

"Lessor" shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

"Option Purchase Price" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"Original Term" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Principal Outstanding" means the remaining unpaid principal outstanding under this Lease as specified on Exhibit "C" attached hereto.

"Renewal Terms" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

"Rental Payment Date" means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit "C" attached hereto.

"Rental Payments" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"Term" or "Term of this Lease" shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"Vendor" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X April 2, 2013.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be automatically extended 4 (four) successive additional periods of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any

liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination.* This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein;
- (d) the expiration of the Term of this Lease; or
- (e) this contract is subject to and cancellable pursuant to ARS Section 38-511, but only if and to the extent that section is by its terms applicable to this Purchase Agreement.

Section 3.4 *Return of Equipment upon Termination.* Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount.* Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest.* The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold.* Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee under the laws of the Constitution of the State of Arizona. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after April 2, 2013, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, and Warranties of Lessee and Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Arizona.
- (b) Lessee is authorized by the Constitution and laws of the State of Arizona to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with the respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:
 - (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to the date hereof.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.

- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.
- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events of Default and Remedies

Section 7.1 *Events of Default Defined*. The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 Waiver of Certain Damages. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment of Taxes, Fees, Permits, and Utility Services

Section 8.1 Interpretation. This Lease for all purposes will be treated as a net lease.

Section 8.2 Taxes and Fees. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, and Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous

equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, and Damage to or Destruction of the Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity

working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment.* If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee.* Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor.* The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Gila County, Arizona, 1400 E. Ash Street, Globe, Arizona 85501, Attention: Joseph Heatherly, County Finance Manager.
- (b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Arizona.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before January 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.17 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "F," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A Description Of Equipment
Exhibit B Resolution of Governing Body
Exhibit C Payment Schedule
Exhibit D Opinion of Lessee's Counsel
Exhibit E..... Delivery and Acceptance Certificate
Exhibit F..... Security Documents

Executed this ____ day of April, 2013.

Lessor:

Zions First National Bank



By _____

Title Vice President

Lessee:

Gila County

By _____

Michael A. Pastor

Title Chairman, Board of Supervisors

EXHIBIT A
Description of Equipment

Description/Serial Numbers

RealWare Assessment Software

Appeals Module

CAMA Module, Cost Market and Income approach to value -Administrative Module -

Personal Property -GeoWare

Initials of Lessee Signatory



RESOLUTION NO. 13-04-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO APPROVE A LEASE PURCHASE AGREEMENT THAT HAS BEEN PRESENTED TO GILA COUNTY BY COLORADO CUSTOMWARE, INC. AND ZIONS FIRST NATIONAL BANK FOR GILA COUNTY TO FINANCE THE REMAINING FIVE YEARS ON THE MASTER SERVICES AGREEMENT BETWEEN GILA COUNTY AND COLORADO CUSTOMWARE, INC. FOR REALWARE, FIELDWARE AND GEOWARE SOFTWARE SYSTEMS.

WHEREAS, the Gila County Board of Supervisors recognizes the opportunity for the savings over the course of the five-year remaining payment commitment to Colorado CustomWare, Inc.; and

WHEREAS, the Gila County Board of Supervisors has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

WHEREAS, the Gila County Board of Supervisors has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to the Gila County Board of Supervisors; and

WHEREAS, the Gila County Board of Supervisors has taken the necessary steps, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

THEREFORE, BE IT RESOLVED that we, the Gila County Board of Supervisors, have determined that the terms of said Equipment Lease Agreement are in the best interests of Gila County for the leasing of the equipment described therein; and thereby authorize its Chairman to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of; and that the full body of the Gila County Board of Supervisors are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

PASSED AND ADOPTED this 2nd day of April 2013, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

STATE OF ARIZONA

)

:ss.

COUNTY OF GILA

)

I John Nelson, hereby certify that I am the duly qualified and acting Board Clerk of Gila County. I further certify that the above including a Resolution adopted at said meeting held on April 2, 2013, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2013.

In witness whereof, I have hereunto set my hand and this _____ day of April, 2013.

By Marian Sheppard, Chief Deputy Clerk of the Board
for: Title Board Clerk

STATE OF ARIZONA)
 :SS.
COUNTY OF GILA)

I, John Nelson, the duly qualified Board Clerk of Gila County do hereby certify:

The Governing Body has complied in all respects with the open meeting laws as set forth in and required by the Statues of the State of Arizona.

In witness whereof, I have hereunto set my hand this _____ day of April, 2013.

By _____
Marian Sheppard, Chief Deputy Clerk of the Board for:
Title Board Clerk

EXHIBIT C
Payment Schedule

Lessee: Gila County

Date of Lease: April 2, 2013

Amount Due: \$231,335.90

1. Interest has been computed at the rate of 3.25% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing March 28, 2014. The payments set forth on the attached debt service schedule shall be due on the 28th day of each March up to and including March 28, 2017.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
03/28/2014	55,151.33	3.250%	7,434.88	62,586.21
03/28/2015	56,860.21	3.250%	5,726.00	62,586.21
03/28/2016	58,708.17	3.250%	3,878.04	62,586.21
03/28/2017	60,616.19	3.250%	1,970.03	62,586.22
Total	\$231,335.90	-	\$19,008.95	\$250,344.85

Initials of Lessee Signatory



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

EXHIBIT D

Opinion of Lessee's Counsel

April 2, 2013

To: Zions First national Bank
One South Main Street, 17th Floor
Salt Lake City, Utah 84111

Gentlemen:

As Counsel for Gila County ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated April 2, 2013, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Arizona.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affection the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Arizona, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an

unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E

Delivery and Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned Gila County ("Lessee"), and Zions First National Bank ("Lessor"), dated April 2, 2013, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Witness
Marian Sheppard
Chief Deputy Clerk of the Board

By: _____
(Authorized Signature)

Michael A. Pastor, Chairman of the Board of Supervisors
(Print name and title)

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Gila County

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☒ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

1400 East Ash Street

City, state, and ZIP code

Globe, Az. 85501

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

8	6	-	6	0	0	0	4	4	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Debra Savage

Date ▶ **5-24-11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



RESOLUTION NO. 13-04-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO APPROVE A LEASE PURCHASE AGREEMENT THAT HAS BEEN PRESENTED TO GILA COUNTY BY COLORADO CUSTOMWARE, INC. AND ZIONS FIRST NATIONAL BANK FOR GILA COUNTY TO FINANCE THE REMAINING FIVE YEARS ON THE MASTER SERVICES AGREEMENT BETWEEN GILA COUNTY AND COLORADO CUSTOMWARE, INC. FOR REALWARE, FIELDWARE AND GEOWARE SOFTWARE SYSTEMS.

WHEREAS, the Gila County Board of Supervisors recognizes the opportunity for the savings over the course of the five-year remaining payment commitment to Colorado CustomWare, Inc.; and

WHEREAS, the Gila County Board of Supervisors has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

WHEREAS, the Gila County Board of Supervisors has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to the Gila County Board of Supervisors; and

WHEREAS, the Gila County Board of Supervisors has taken the necessary steps, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

THEREFORE, BE IT RESOLVED that we, the Gila County Board of Supervisors, have determined that the terms of said Equipment Lease Agreement are in the best interests of Gila County for the leasing of the equipment described therein; and thereby authorize its Chairman to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of; and that the full body of the Gila County Board of Supervisors are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

PASSED AND ADOPTED this 2nd day of April 2013, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Pursuant to A.R.S. § 44-4401, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

If applicable, County shall have the right inspect the verification records described in A.R.S. § 23-214 (A) of Contractor's employees who work on the Contract solely in order to verify such party's compliance with the Federal Immigration Laws. This right of inspection only applies to employment related papers and other records reasonably calculated to verify compliance with Federal Immigration Laws. This provision does not give the County the right to inspect other Contractor records. Further, this right of inspection does not allow the inspection of any paper or record for which federal statute or regulation prohibits disclosure to the County.

Any breach of Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. As it pertains to this Contract, Contractor will not retain a subcontractor.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

Date

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ZIONS FIRST NATIONAL BANK



Individual Authorized to Sign

Lee Davis
Print Name

Vice President
Title

3/13/13
Date



Gila County, AZ
Linda Naught Ortega, Recorder
12/06/2007
12:48PM
Doc Code: AG

Doc Id: 2007-019856
Receipt #: 61164
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(12/04/07 #3)



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Gila County, AZ

AG



CAPTION HEADING:

Master Services Agreement
Between
Gila County
and

Colorado CustomWare, Inc.

DO NOT REMOVE

This is part of the official document

Master Services Agreement



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Gila County, AZ

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This Agreement, entered into as of this 5th day of December 2007, by and between The Board of Supervisors of GILA COUNTY, State of Arizona (hereinafter referred to as "COUNTY"), and Colorado CustomWare, Inc. doing business at 1109 Oak Park Drive, Suite 100, Fort Collins, CO 80525 (hereinafter referred to as "CONTRACTOR").

1. Identity of Parties

COLORADO CUSTOMWARE, INC., ("CONTRACTOR") is a Corporation duly and validly existing in good standing under the laws of the State of Colorado, and is duly qualified to own its properties and conduct its business.

GILA COUNTY ("COUNTY") is a government jurisdiction duly and validly organized and existing under the laws of the State of Arizona and is duly qualified to own its properties and perform municipal functions.

2. Structure of Agreement

This Agreement is awarded by COUNTY to CONTRACTOR, pursuant to its selection as the successful vendor to replace a COUNTY owned computerized system with a COMPUTER ASSISTED MASS APPRAISAL SYSTEM ("The System"). CONTRACTOR's response to the COUNTY's Request for Proposal, dated August 23, 2007, and the Price Proposal dated August 23, 2007, and all notices and specifications are incorporated herein by reference, and shall hereafter be referred to as "Response"(Exhibit C).

The parties are entering into this Agreement, which provides for the initial acquisition, installation, and maintenance support for one year of The System by CONTRACTOR. The one year maintenance will commence upon Final Acceptance of the System by the County. This will be known as "Phase One" of the Scope of Services. Once Phase One work is complete, the parties will commence with "Phase Two" of the Scope of Work, which will consist of continued annual maintenance support of The System by COLORADO CUSTOMWARE, INC., at the cost quoted by Contractor in Exhibit A, "CONTRACTOR'S Price Proposal", upon the County's annual written election.

3. Definitions

3.1. The System:

The subject matter of this Agreement is a COMPUTER ASSISTED MASS APPRAISAL SYSTEM ("The System") to be provided by CONTRACTOR. The System is a complete and fully operational CAMA information system that conforms exactly to all standards and requirements set forth in the

Functional Requirements Document (Exhibit B) within the projected time frame as set forth in Exhibit C Provider's Implementation Plan dated December 3, 2007, with the understanding that reasonable variations will be approved by the County's project Manager. The System is composed of the software, accompanying documentation, and services as set forth in Exhibit B, Exhibit C.

3.2. Standard Software:

"Standard Software" means executable applications or system software products, which are purchased in an "off-the-shelf" manner without modification to the source code of the application. "Standard Software" shall include products such as the non-proprietary operating systems, and any substitute or additional applications or operating systems consistent with meeting, or exceeding the functionality as stated in CONTRACTOR's Response, which may be acquired by COUNTY from CONTRACTOR. Standard Software may require extensive modification and configuration at levels other than the source code level prior to its use in business applications.

3.3. Custom Software:

"Custom Software" means application products, which are modified in a material way at the source code level prior to their normal use by the COUNTY.

3.4. Services:

"Services" means the labor performed by CONTRACTOR and any substitute or additional services, consistent with meeting, or exceeding the CONTRACTOR's representations as stated in CONTRACTOR's Response. COLORADO CUSTOMWARE, INC. shall be the Prime Contractor under this Agreement with respect to all services, software products and the application software set forth in Exhibit A. CONTRACTOR shall remain solely responsible for all performance under this Agreement with respect to all services as set forth in Exhibit A.

Contractor's address is:

Colorado CustomWare, Inc.
1109 Oak Park Drive, Suite 100
Fort Collins, CO 80525
Phone: (970) 223-6250
Toll free: (800) 806-7896
FAX: (970) 223-4204

3.5 Data Transfer File Formats

CONTRACTOR acknowledges that transfer of data to and from COUNTY's and Arizona Department of Revenue's, ("ADOR") data programs is fundamental to acceptable function of The System. The requirements of State statute, ADOR, and the EXHIBIT B will all be met.



4. Scope of Services

CONTRACTOR will provide The System within the projected time frame as set forth in Provider's Implementation Plan - Exhibit C, with the understanding that reasonable variations will be approved by the County's Project Administrator.

CONTRACTOR will provide all personnel and labor, Software, Documentation, Services, and Deliverables required to install and fully implement The System in exact accordance with the CONTRACTOR's agreement in EXHIBIT B at no additional cost to the County beyond the attached Price Proposal (Exhibit A).

It is the intent of the parties that The System will operate in compliance with Arizona statutes and Arizona Department of Revenue guidelines. Contractor shall provide, at no cost to County additional to the costs in Exhibit A, (the Price Proposal), any Labor, Software, Documentation, and Services additional to or different from those set forth in the Exhibit B that may be required to fulfill this intent.

CONTRACTOR will provide continued annual maintenance and support services at COUNTY's election using the costs provided in the Subsequent Years Pricing Proposal (Exhibit A).

4.1 Time is of the essence

CONTRACTOR acknowledges and agrees that time is of the essence with respect to its performance of this Contract and completion of the Project.

CONTRACTOR acknowledges and agrees that the County will incur costs for each day beyond the cutover date listed in exhibit C that The System is not operational. The parties acknowledge and agree that the amount of costs incurred by the County due to such delay will be extremely difficult to fund. The parties agree that One Hundred and Fifty Dollars (\$150) for each day constitutes a reasonable estimate of the costs the County will incur as a result of such a delay, which monies shall be deducted from the payments in paragraph 7. The COUNTY's retention of such liquidated costs shall not limit, alter, or affect any other legal remedy the County may have for breach of this Contract, and the County shall have the right to seek delay damages from Provider in addition to any liquidated damages incurred by Provider pursuant to this Section.

CONTRACTOR shall be entitled to a reasonable extension of the time of performance, the length of which shall be determined by the COUNTY and shall not be unreasonably withheld, for delays to its performance that are in no way the fault or

responsibility of CONTRACTOR, including delays caused by the COUNTY; provided, however, that no such extension shall be granted unless a written request, setting forth in reasonable detail the grounds therefore, is received by the COUNTY within ten (10) calendar days following the events giving rise to such alleged delay. CONTRACTOR's sole and exclusive remedy for costs or damages arising from any delay to its performance, whether or not caused by any act or omission of the COUNTY, shall be an extension of the time of performance; and in no event shall CONTRACTOR be entitled to payment or compensation of any kind from the COUNTY for any such costs or damages, including, without limitation, costs or damages related to or resulting from acceleration of the work, loss of productivity, field or home office overhead, or loss of profit, whether related to this Agreement or to any other work or contract, actual or potential, of CONTRACTOR..

In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits, because of natural disaster, any act of God, war, civil disturbance, or court order, (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party; and shall exercise every commercially reasonable effort to resume performance. CONTRACTOR shall not be in default if any event of default as provided herein is the result of a Force Majeure Event and its occurrence is without the fault or negligence of CONTRACTOR. The COUNTY shall not be liable to CONTRACTOR for any failure to perform any of its obligations under the Contract if such failure is the result of a Force Majeure Event.

4.2 Final Acceptance

CONTRACTOR shall notify the COUNTY in writing that all Phase One Work has been fully performed, and The System is ready for Final Acceptance Test(s). The System shall not be Finally Accepted unless and until all of the following conditions are satisfied:

The System and COUNTY programs function together as an integrated whole, with data transfer between The System, COUNTY programs and the ADOR program;

The System has the ability to successfully produce valuation notices; and

The System successfully completes a Reliability Period without failure or interruption for a period of thirty (30) consecutive calendar days, commencing on the day following the first successful production of valuation notices. In the

Master Services Agreement

event The System suffers any major failure or interruption prior to the expiration of such period, CONTRACTOR shall remedy the failure and the defects that caused the interruption, and a new thirty (30) consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Provider notifies the County that the remedy has been completed. A major failure or interruption shall be defined as an error that:

"Prevents critical business process from functioning or data corruption.

Is legislative related or deadline oriented.

Is a key component failure and there is no workaround.

(Failures or errors that are related to data corruption caused by the County will not trigger this clause or cause a delay in acceptance testing.) In the event the Software does not successfully complete the Second Reliability Period without any Material Defect or Material Failure, the County may, at its sole discretion, proceed in accordance with Section 19 and exercise any remedy provided therein.

The first date the system becomes "operational and in use" will serve as the anniversary date for purposes of Maintenance and Support and is unrelated to acceptance testing.

4.3 Use or Payment Shall Not Constitute Acceptance; Project Schedule Not Waived

In no event shall the operation or use of any portion of The System by the COUNTY prior to Final Acceptance, whether for production, testing or other evaluation, revenue, or any other purpose, constitute Final Acceptance. In no event shall payment by the COUNTY constitute Acceptance of the work paid for, or in any way limit, alter, or waive any of the COUNTY'S rights or CONTRACTOR'S obligations. Nothing contained in this Article shall limit, alter, or excuse Provider's obligations to perform in accordance with the Project Schedule.

5. Certification of Funds / Budget and Fiscal Provisions

This Agreement is subject to the budget and fiscal provisions of the COUNTY.

This Agreement will terminate without penalty at the end of any fiscal year in which funds are not appropriated for the following fiscal year. If funds are appropriated by the COUNTY for payment under this Agreement for a portion of the following fiscal year, this Agreement will terminate without penalty at the end of the term for which those funds are appropriated. Termination will be handled in the manner specified in Section 19.1, "Termination by CONTRACTOR for Default".



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Gila County, AZ

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This Section 5 serves to control any and all other provisions of the Agreement.

6. Term Of Agreement

The term of Agreement shall be through the performance term of the contract.

7. Compensation

Payment under this Agreement shall be as follows: 50% upon full execution of this agreement (\$47,122), 40% payable upon date of first use of the System by COUNTY (\$37,698 minus any amounts for liquidated damages as provided in section 4.1), and 10% (\$9,424) upon final acceptance of the system. TOTAL Phase One payments: \$94,244

In consideration of the Phase One sum, CONTRACTOR agrees to provide the COUNTY all software, services, and any materials required for the installation and implementation of The System, and the first year of support and maintenance.

8. Accounting and Payment for CONTRACTOR Services

Each party's "Contract Administrators" under this Agreement shall be:

For the COUNTY:
Dale Horn, Gila County Assessor

For the CONTRACTOR:
Lori D. Schlotter

Each party may change its designated Contract Administrator by serving written notice of such change, that notice being signed by the current Contract Administrator or Contracting Officer, and delivering such notice to the other party.

Each party's "Contracting Officer" under this Agreement shall be the individual or official who executes this Agreement or that individual's or official's designee.

CONTRACTOR invoices are due and payable in full within thirty (30) days of receipt of invoice. The COUNTY shall notify the CONTRACTOR of any invoice disputes within fifteen (15) business days of receipt of invoice.

9. Defective Work, Third Party Claims

The COUNTY may, in its sole discretion, withhold a part of any payment on account of defective Software or other work furnished, if the defect(s) is/are not fully remedied within thirty (30) calendar days of the COUNTY's written notice to CONTRACTOR of the defect(s), or such longer time as CONTRACTOR and the COUNTY may agree

Master Services Agreement



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Gila County, AZ

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upon in writing. In the event a subcontractor or supplier to CONTRACTOR or other third party asserts a claim against CONTRACTOR and/or the COUNTY arising from the subject of this agreement, the COUNTY may, in its sole discretion, withhold any payment, in whole or in part, unless CONTRACTOR provides reasonable evidence that a legitimate dispute, relating to this project, exists between CONTRACTOR and the third party. CONTRACTOR shall reimburse the COUNTY for any payments the COUNTY is required to pay to the third party upon the COUNTY's written notice to CONTRACTOR of such payment. The obligations of any surety under any performance or labor and materialman's bond furnished under this agreement shall in no way be limited, altered, or excused by the COUNTY's failure to withhold monies from CONTRACTOR.

10. Warranty; Warranty Standards

CONTRACTOR warrants that for a period of Twelve (12) months following the County's Final Acceptance of The System all Software, Documentation, Services, and Deliverables furnished for the Project, whether by itself or by its Subcontractors and suppliers, shall be free from defects and errors in material, design, workmanship, and execution, and shall function together as an integrated system in conformance with the descriptions of functionality and performance, and all standards of performance that are set forth in this Contract and the manufacturer's (including, without limitation, Provider's, where applicable) most current published specifications for all Software, and Deliverables. If the last day of the Warranty Period falls on a Saturday, Sunday, national holiday, state holiday, or County holiday, the Warranty Period shall be deemed to be extended until midnight of the next business day. Viruses that are contained in the Software or any component thereof as delivered and installed (but not Viruses that are introduced subsequent to installation through no fault of Provider) shall be deemed to be defects and errors in material, design, workmanship, or execution under this Section.

10.1 Defects and Errors

During the Warranty Period, at no cost to the County, CONTRACTOR shall furnish all materials and services (including, without limitation, all diagnosis and analysis of problems and defects) necessary to address and begin corrective action on any defects and errors in the Software, Documentation, Services, and Deliverables furnished in accordance with the Warranty Standards within one business day following notice by the County, which notice may be by telephone, computer modem, or facsimile.

11. Cooperative Purchasing

CONTRACTOR shall make The System available to any other state or local government jurisdiction within the State of Arizona, under the same terms and conditions (with the exception of pricing, incentives and scheduling timelines) of this Agreement, for a period of twenty-four (24) months from the date of execution hereof.

12. Modifications

Either party may request modifications to this Agreement. Any agreed to modification which does not increase the total amount payable under the Agreement will become effective only when approved in writing by each party's designated Contract Administrator. Any modification, which does increase the total amount payable, must be agreed to in writing and fully executed as an amendment to this Agreement by the Contracting Officers with all the formalities of the original.

13. Assignment and Subcontracting

With the prior written consent of the COUNTY's Contract Administrator, which consent shall not be unreasonably withheld, the CONTRACTOR may assign this Agreement including the proceeds hereof, provided that such assignment shall not operate to relieve the CONTRACTOR of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to the COUNTY that may arise from any breach of the sections of this Agreement, its supplements, or warranties made herein including but not limited to, rights of set off. This Agreement or any portion thereof may not be excluded from any acquisition or assignment of CONTRACTOR in whole or in part, or any assets of CONTRACTOR related to the performance of this Agreement. Should any such acquisition or assignment take place, the COUNTY still retains the right to refuse assignment of this Agreement per provisions above.

With the prior written consent of the CONTRACTOR, which consent shall not be withheld unreasonably, the COUNTY may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Arizona, provided that such assignment shall not operate to relieve the COUNTY of any of its duties and obligations hereunder.

14. Independent Contractor

The CONTRACTOR's services shall be furnished by the CONTRACTOR as an "Independent Contractor", and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed

Master Services Agreement

pursuant to this Agreement by the CONTRACTOR as an Independent Contractor.

The CONTRACTOR acknowledges that the CONTRACTOR is not entitled to any COUNTY benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to COUNTY employees.

CONTRACTOR will defend, indemnify and hold harmless the COUNTY, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, set-offs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

15. No Guarantee of Employment

The performance of all or part of this Agreement by the CONTRACTOR shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the CONTRACTOR or any employee of the CONTRACTOR or any Subcontractor or any employee of any Subcontractor by the COUNTY at the present time or in the future.

16. Taxes

The CONTRACTOR understands and acknowledges that the COUNTY will not withhold Federal or State income taxes. Where required by State or Federal law, the CONTRACTOR authorizes the COUNTY to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely responsible for any tax obligation arising from the CONTRACTOR's performance of this Agreement. The CONTRACTOR hereby agrees to indemnify the COUNTY against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this Agreement.

The COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONTRACTOR must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the CONTRACTOR's gross or net income, or personal property to which the COUNTY does not hold title. The COUNTY is exempt from Federal Excise Tax.

17. Regulations and Requirements

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State



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of Arizona, and political subdivisions of the State of Arizona. CONTRACTOR, its agents, employees or Subcontractors shall conform in all respects with physical, fire or other published security regulations while on the COUNTY's premises.

18. Right to Review

The CONTRACTOR agrees that an authorized representative of the COUNTY shall, until the expiration of three (3) years after contract termination and upon reasonable notice, have access to and the right to examine any pertinent books and records of the CONTRACTOR involving transaction(s) related to the performance of this Agreement.

19 Termination

19.1 Termination for Default

Any of the following occurrences shall constitute grounds for either party, at its option, to terminate the Agreement for default: if either party fails to perform any of the obligations of the Agreement; becomes insolvent; is declared bankrupt; commits any act of bankruptcy or insolvency; makes an assignment of this Agreement for the benefit of creditors; failure of CONTRACTOR to pay any of its subcontractors. Either party may, if the default has not been cured following a thirty (30) day written notice, terminate the Agreement, and at either party's option, obtain performance of the work elsewhere.

If a notice of termination for default has been issued and it is later determined for any reason that the notified party was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

If either party violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the offending party will receive written notice of such failure or violation. The offending party shall correct the violation of failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected the Agreement may be terminated immediately by written notice. The option to terminate shall be at the sole discretion of either party.

19.2 Termination for Public Convenience

This contract is subject to the cancellation provisions of A.R.S. § 38-511. The COUNTY may terminate this Agreement in whole or in part whenever the COUNTY determines, at its sole discretion that such termination is in the best interests of the COUNTY. Whenever the Agreement is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to

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payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

20. Withholding Payment

In the event the COUNTY's Contract Administrator determines that the CONTRACTOR has failed to perform any obligation under this Agreement within the times set forth in this Agreement, providing the lack of performance has not been caused by COUNTY's failure to perform its duties and responsibilities under this Agreement, then the COUNTY may withhold payments from amounts otherwise due and payable to CONTRACTOR. To the extent that the disputed obligation does not impede the progress or completion of other obligations, the amount that can be withheld by COUNTY is limited to the amount specified for that obligation in the Payment Schedule specified in Exhibit C - Payment Schedule. Withholding under this clause shall not be deemed a breach entitling CONTRACTOR to terminate or seek damages, provided that the COUNTY promptly gives notice in writing to the CONTRACTOR of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the COUNTY's Contract Administrator set forth in a notice to the CONTRACTOR of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the CONTRACTOR acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The COUNTY may act in accordance with this clause, without prejudice to any other remedy.

21. Defense and Indemnity Agreement

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GILA COUNTY, A BODY POLITIC AND CORPORATE OF THE STATE OF ARIZONA, IT'S BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS AND OTHER OFFICIALS (HEREAFTER CALLED "COUNTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS'



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FEES, COURT COSTS, OR OTHER ALTERNATIVE DISPUTE RESOLUTION COSTS ARISING OUT OF, RESULTING FROM, OR OTHERWISE BUT FOR THE USE OF THE "COUNTY" PROPERTY FOR PROVIDING CONSULTING SERVICES TO GILA COUNTY, ARIZONA; PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH, OR PERSONAL INJURY, OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OR DIMUNITION IN VALUE RESULTING THEREFROM; BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. GILA COUNTY RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO PARTICIPATE IN DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OBLIGATION HEREUNDER.

It is further provided that no liability will attach to the COUNTY by reason of entering into this Agreement, except as expressly provided herein.

22. Insurance

Unless otherwise approved by the County's Risk Manager in writing, prior to commencing work on the Provider shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services and Deliverables required under this Contract, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business as acceptable to the County. All insurance required herein, except the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the County in the event coverage is materially changed, cancelled or non-renewed. The County of Gila, its officers,

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employees and agents shall be named as additional insured's on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the County and its officers, employees and agents, as additional insured's, will be primary to any coverage available to them and that no act or omission of the County shall invalidate the coverage. Cancellation or non-renewal of any insurance policy required hereunder, in the absence of replacement of the policy in amounts that satisfy the contract, is a breach of this agreement.

COVERAGE AFFORDED - LIMITS OF LIABILITY

Workers' Compensation Statute

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability Insurance
\$500,000 combined single limit
including: Non-owned, Leased
& Hired Vehicles

Professional Liability including
\$1,000,000
Errors & Omissions coverage

B. INSURANCE CONDITIONS

1. **GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of B++8, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to GILA COUNTY. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
2. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Workers' Compensation and Professional Liability, shall contain a waiver of

subrogation or in the alternative, a waiver of transfer of rights of recovery against GILA COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Contractor's work or service.

3. **ADDITIONAL INSURED'S:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name GILA COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by the County will be excess and not contributing.

4. **ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured's shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.

"GILA COUNTY, a body politic and corporate of the State of Arizona, its Board members, officers, employees, agents, and other officials" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, the certificate holder shall be listed only as GILA COUNTY, Globe, AZ 85501.



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5. **PROFESSIONAL LIABILITY:** Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The County may require a copy of the professional liability insurance policy to verify coverage.

23. Evidence of Insurance Coverage

Certificates of insurance evidencing the required coverage's must specifically reference the County contract number for which they are being submitted. The original certificate of insurance must be submitted to the County's Risk Manager at the following address:

Risk Management Division

Debra Williams, Risk Management Analyst
5515 S Apache Suite 400
Globe, Arizona 85501
928-402-8763

A copy of the certificate of insurance shall be submitted to the County's Project Manager at the address set forth in Section 17.16, *Notices*. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will, in the sole judgment of the County's Risk Manager, benefit the County; but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The endorsement adding the County as an additional insured must specifically reference the County contract number and be submitted to the County's Risk Manager at the above address. The County reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under the Contract at any time upon (10) days written notice to Provider.

24. Self-Insurance

Provider may not self-insure any of the coverage's required under the Contract without the prior written approval of the County's Project Manager and the County's Risk Manager. In the event that Provider desires to self-insure any of the coverage's listed above, it shall submit to the County's Project Manager and the County's Risk Manager, prior to the commencement of Services and Deliverables hereunder, a certified copy of Provider's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the County's Project Manager and/or the County's Risk Manager. In the event such approval, is granted, it is understood and agreed that the County, its officers, employees, and agents, shall be entitled to receive the same coverage's and benefits under Provider's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the County. If at the time of commencement of the Initial Term of the Contract, Provider self-insures its professional liability and/or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the County a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by Provider to the County, or to limit Provider's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

25. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the COUNTY. CONTRACTOR specifically consents to personnel and subject jurisdiction of said court. This Agreement shall be governed by the laws of the State of Arizona.

26. Patent/Copyright Infringement

CONTRACTOR will defend and indemnify the COUNTY from any claimed action, cause or demand brought against the COUNTY, to the extent such action is based on the claim that products furnished hereunder by the CONTRACTOR infringes any U.S. patent or copyright. The CONTRACTOR will pay those costs and damages attributable to any such

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claims that are finally awarded against the COUNTY in any action. Such defense and payments are conditioned upon the following:

That CONTRACTOR shall be notified promptly in writing by COUNTY of any notice of such claim.

CONTRACTOR shall have the right, in the event such claim of infringement is made, at its option and expense, to obtain for the COUNTY the right to continue using the products, or replace or modify the products so that they become non-infringing provided no reduction in performance or loss results to the COUNTY. CONTRACTOR shall not have any liability if the alleged infringement is based upon the COUNTY's use or sale of CONTRACTOR-furnished products, in combinations with other products or devices not furnished by the CONTRACTOR, or modifications made by the COUNTY or by the CONTRACTOR to the COUNTY's specifications, if such combinations or modifications cause the products furnished by CONTRACTOR to become infringing.

27. Disputes

Time is of the essence in this Agreement. Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of the Contract Documents shall be brought to the attention of the CONTRACTOR and the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. CONTRACTOR and the COUNTY will make best efforts to resolve any disputes in a timely manner.

28. Ownership of Items Produced

All writings, data, public records or other materials prepared by the CONTRACTOR and/or its consultants or Subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the COUNTY. This paragraph does not apply to application software offered or any documentation related to application software for sale, license or lease to other customers, nor to systems software.

29. Confidentiality

The CONTRACTOR, its employees, Subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the CONTRACTOR in performance of this Agreement, except upon the prior written consent of the COUNTY Legal Counsel or an order entered by a court after having acquired jurisdiction over the COUNTY. CONTRACTOR shall immediately give to the COUNTY notice of any judicial proceeding seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless the COUNTY, its officials, agents or employees from all loss or expense, including, but not limited to settlements,



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judgments, set-offs, reasonable attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

This section does not impose any obligation on the CONTRACTOR if the information is: (i) publicly known at the time of disclosure; (ii) already known to the receiving party at the time it is furnished to the CONTRACTOR; (iii) furnished by the COUNTY to others without restrictions on its use or disclosure; or (iv) independently developed by the receiving party without use of the proprietary information.

30. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice will be given by CONTRACTOR to the COUNTY's Contract Administrator, with copy to the COUNTY's Purchasing Department at the addresses stated below. Notice to CONTRACTOR for all purposes under this Agreement will be given to CONTRACTOR's Contract Administrator at the address stated below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid. All notices will be deemed to have been given upon mailing of the notice by certified mail return receipt requested to the respective party addressed as specified in this section. Either party may change the address, fax number, or the person to whom the notice is to be directed by forwarding to the other party a notice, which complies with this section.

COUNTY's Contract Administrator:

Dale Horn, Gila County Assessor

Address:

1400 E Ash Street

Globe, Arizona 85501

Telephone:

928-402-8710

FAX:

928-402-0408

COUNTY Purchasing Department:

Misti Williams

Address:

1400 E Ash Street

Globe, Arizona 85501

Telephone:

928-402-8745

FAX: 928-425-7056

CONTRACTOR'S Contract Administrator

Master Services Agreement

Lorri Marshall

Address:
1109 Oak Park Drive Suite 100
Fort Collins, CO 80525

Telephone:
(970) 212-4056

FAX:
(970) 223-4204

31. Waiver

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

32. Quiet Possession and Usage

The COUNTY upon paying the amounts due hereunder and performing all other covenants, terms and conditions on its part to be performed hereunder, may and will peacefully and quietly have, hold, possess, and benefit from The System for the term provided without suit, molestation or interruption.

With the execution of the Master Software License and Support Agreement, CONTRACTOR grants to COUNTY a perpetual non-exclusive license to use the CONTRACTOR's software delivered pursuant to this Agreement subject to compliance by COUNTY with all of its Agreements with CONTRACTOR, but regardless of COUNTY's exercise of its options to continue or renew the Master Software License and Support Agreement. CONTRACTOR or Subcontractor as applicable shall retain full and perpetual ownership rights to the software, with COUNTY having only those rights specifically provided in writing by the Master Software License and Support Agreement. COUNTY hereby acknowledges that the same or similar software may be sold, licensed or leased by CONTRACTOR to other users or agents.

The license of the software by CONTRACTOR to the COUNTY includes a clear license to the software with a perpetual non-exclusive right of the COUNTY to use the software in the COUNTY's jurisdiction.

CONTRACTOR hereby agrees to permit COUNTY to make copies of the software for backup purposes. COUNTY hereby agrees not to make copies for sale, distribution, or any purpose other than its own internal use. COUNTY may not sell, lease, transfer, assign, or license the software to a third party without prior written permission from CONTRACTOR.



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COUNTY agrees not to remove statements of copyrights, trade secrets, or proprietary rights which appear in the software or documentation. COUNTY also agrees to take such reasonable steps as required or requested by CONTRACTOR from time to time in order to protect CONTRACTOR's rights in the software.

33. Implementation Team

The personnel identified, as part of the COUNTY's/ CONTRACTOR's implementation team(s) may not be changed without the CONTRACTOR's/COUNTY's immediate notice in writing. The team members will be mutually agreed upon and listed as the first implementation task following the signing of this Agreement

34. Limitation of Liability

Except as provided in other sections of this agreement, the parties agree that neither the CONTRACTOR nor the COUNTY shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Agreement. This section does not modify any sections regarding retainages or any other such conditions as are elsewhere agreed to herein between the parties.

Neither the CONTRACTOR nor the COUNTY shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the CONTRACTOR or the COUNTY. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than COUNTY acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the CONTRACTOR, the COUNTY, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, neither the CONTRACTOR nor the COUNTY shall be liable for damages for delays, unless the Equipment, Software, or Services to be furnished by their Subcontractors were obtainable on comparable terms from other sources in sufficient time to permit the CONTRACTOR or the COUNTY to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or physical damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

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Except for claims of personal injury and breaches of confidentiality obligations contained in this Agreement, CONTRACTOR and COUNTY liability for all damages shall not exceed the total value of this Agreement.

35. Subpoena

In the event that a subpoena or other legal process commenced by a third party, in any way concerning the Equipment or Related Services provided pursuant to this Agreement is served upon CONTRACTOR or COUNTY, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONTRACTOR and COUNTY further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

36. Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

37. Survival

The provisions of Sections 5 through 35 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

38. Exhibits

Attached hereto and made part hereof is the following:

Exhibit A CONTRACTOR's Price Proposal dated

Exhibit B. CONTRACTOR's Functional Requirements Document

Exhibit C. CONTRACTOR's Implementation Plan

39. Entire Agreement

This written Agreement, including the documents incorporated herein, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties. In the event of any conflict requiring interpretation, the precedence of documents shall be:

1. Exhibits.

IN WITNESS WHEREOF, COUNTY and COLORADO CUSTOMWARE, INC. have executed this Agreement as of the date first above written.

COLORADO CUSTOMWARE, INC.

CORPORATE SEAL:

By: Lois J. MarshallTitle: President / CEO

President/Vice-President

Attest: Lois J. MarshallName: Lorri J. MarshallTitle: 1st Secretary

APPROVED:

By: Jose M. Sanchez

Jose M. Sanchez
As Chairman of the GILA COUNTY Board of Supervisors and not Personally.

APPROVED AS TO FORM:

By: [Signature]

for Gila County Attorney



PRICE PAGE

ENTITY NAME: Gila County, Arizona

SOFTWARE COSTS:

\$ 85,705

Description	Cost Per Module	
CAMA for Real Property		Included above
CAMA for Personal Property		Included above
Assessment Administration		Included above
Other – FieldWare and GeoWare		Included above

INSTALLATION COSTS:

\$ Included above

CONVERSION COSTS:

\$ Included above

CUSTOMIZATION COSTS:

\$ Included above

Description	Unit Cost	

TRAINING COSTS:

\$ Included above

Description	# of Persons	Cost Per User
End User Training		Included above
Power User Training	2	Included above
Advanced Power User Training	2	Included above
Apex IV Windows Assessor Sketch Training		Included above

DOCUMENTATION COSTS:

\$ Included above

Description	Cost Per Manual	

MISCELLANEOUS COSTS:

\$ Included above

Description

Marshall & Swift Cost Tables		Included above

TOTAL ONE-TIME COSTS:

\$ Included above

REQUIRED THIRD-PARTY SOFTWARE COSTS:

\$ Included above
Cost Per

Description

of Users

User

Apex IV Windows Sketch	6	Included above
Oracle Database Standard Edition	17	Included above
Microsoft Access	2	Included above
SPSS Analysis Software	1	Included above

OPTIONAL THIRD-PARTY SOFTWARE COSTS:

\$ _____

Description

of Users

Cost Per
User

TOTAL THIRD PARTY SOFTWARE COSTS:

\$ Included above

TOTAL ANNUAL COSTS - (list support and other annual costs for all proposed items): \$ See attached schedule

Year Two Support (see attached schedule)		\$ 87,653
Year Three Support (see attached schedule)		\$ 89,601
Year Four – Year 10 Support (see attached schedule)		\$ 91,549 each year

RealWare Price Proposal For Assessor - Gila County

COMPONENTS	Initial Project Component Totals	Sub Totals
SOFTWARE: (all inclusive price based on \$2.20/Parcel 38,957 parcels) RealWare: CAMA, Administration, Personal Property FieldWare: Hand-held software for tablet PC GeoWare: GIS interconnectivity tool Database Hosting, Management, and Backup (High Speed Connection Required) Apex IV Windows Sketch: (6 users - includes maintenance) \$595 each Oracle Database: Standard Edition (17 named users) \$149 each Microsoft Access: 2 users @ \$399 per user. (Only personnel who will be writing ad-hoc queries will require a license.) SPSS Analysis Software: 1 user @ \$3480 per user	\$ 85,705	Included Included Included Included Included Included Included
SERVICES: Project Management Installation of RealWare Suite Gap Analysis	\$ -	Included Included Included
MIGRATION & CUSTOMIZATION: Conversion: Estimate 150 hours @ \$150 per hour Integration: Includes DOR format Flat Tax File (other integration extra) Apex Conversion (Optional at extra cost if format of sketch program is convertible) \$.17 per parcel Customization: Will include all Mohave contractual enhancements	\$ -	Included Included TBD None
TRAINING: CCI Software Training: End User Training Two 4-day sessions in Joint Location (Travel May Be Required) Power User Training One 2 1/2 day session - 2 @ \$1,095/student at CCI (travel not included) Advanced Power User Training One 2 1/2 day session - 2 @ \$1,095/student at CCI (travel not included) Apex IV Windows Assessor Sketch Training (1/2 day)	\$ -	Included Included Included Included
FIRST YEAR SUPPORT: Annual RealWare Software Support Annual Marshall & Swift Cost Tables: (Based on 38,000 improved parcels) Annual Apex Support (6 Users @ \$195 each) Oracle Support & Subscription Service (17 users @ \$66)	\$ -	Included Included Included
Total First Year Cost	\$ 85,705	
PAYMENT TERMS: Due at Contract Signing - 50% Due at Software Installation - 40% Due at Final Acceptance - 10%	\$ 85,705	\$ 42,853 \$ 34,282 \$ 8,571

Future Support Estimate For Assessor - Gila County

SECOND YEAR COSTS	Item Totals	Sub Totals
ANNUAL FEES: \$2.25 per parcel (Based on Current Parcel Count)	\$ 87,653	
Realware		Included
Web Portal		Included
FieldWare		Included
GeoWare		Included
Third Party Support:		
Apex		Included
Oracle		Included
Marshall & Swift		Included
Total Year 2 Estimate	\$ 87,653	

THIRD YEAR COSTS	Item Totals	Sub Totals
ANNUAL FEES: \$2.30 per parcel (Based on Current Parcel Count)	\$ 89,601	
Realware		Included
Web Portal		Included
FieldWare		Included
GeoWare		Included
Third Party Support:		
Apex		Included
Oracle		Included
Marshall & Swift		Included
Total Year 3 Estimate	\$ 89,601	

YEAR 4 to YEAR 10 COSTS	Item Totals	Sub Totals
ANNUAL FEES: \$2.35 per parcel (Based on Current Parcel Count)	\$ 91,549	
Realware		Included
Web Portal		Included
FieldWare		Included
GeoWare		Included
Third Party Support:		
Apex		Included
Oracle		Included
Marshall & Swift		Included
Total Year 4 to Year 10 Estimate	\$ 91,549	



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-1735

Regular Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Steve Sanders, Public
Works Division Deputy
Director

Submitted By: Steve Sanders, Public Works Division
Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Information

Request/Subject

Adoption of Resolution No. 13-04-01 Accepting a Roadway Easement for Ewing Trail as a Public Road

Background Information

Ewing Trail is located in Tonto Basin. Ewing Trail and Cline Boulevard together are also known as Forest Road 423. This road is the main collector road on the east side of Tonto Creek. Ewing Trail is currently listed as a maintained road in the Gila County Maintained Roadway System. Ewing Trail and Cline Boulevard traverse in and out of Tonto National Forest land. The road is also listed in the maintenance agreement with the Tonto National Forest. A recent survey of the road found approximately 1700 feet of the road to cross private land. No formal dedication for that portion of the road can be found. Conversations with the owners of the property failed to turn up any evidence that prior dedications existed. The owners asked if they could dedicate the roadway to the County and it was agreed that was the best scenario for everyone involved.

Evaluation

Ewing Trail/Cline Boulevard is the main collector road on the east side of Tonto Creek providing access between the northern and southern areas of Tonto Basin.

Conclusion

It's in the best interests of the public that the County accept the dedication of this portion of Ewing Trail so that the County may continue to provide maintenance on the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 13-04-01

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-04-01 accepting a roadway easement for Ewing Trail as described in Fee No. 2012-015570, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**

Attachments

Resolution No. 13-04-01

Fee No. 2012-015570



RESOLUTION NO. 13-04-01

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
OFFICIALLY ACCEPTING A ROADWAY EASEMENT FOR EWING TRAIL
AS DESCRIBED IN FEE NO. 2012-015570 GILA COUNTY RECORDS, AS A
PUBLIC ROAD AND TO BE MAINTAINED AS A PUBLIC ROADWAY IN
THE GILA COUNTY MAINTAINED ROADWAY SYSTEM**

WHEREAS, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

WHEREAS, said Board of Supervisors acknowledges that this road was laid out, opened and constructed without cost to the County.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that Ewing Trail as described in Fee No. 2012- 015570 be maintained as a public roadway.

PASSED AND ADOPTED this 2nd day of April 2013.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Deputy Clerk of the Board

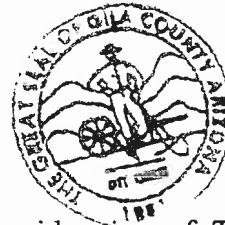
Michael A. Pastor, Chairman of the Board

Approved as to form:

Bryan Chambers
Deputy Attorney Principal



When recorded return to:
GILA COUNTY PUBLIC WORKS DEPT.
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **LONNY DALE CLINE, TERI LYNN CLINE, and ALFRED BRENT CLINE**, does hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 30 day of November 2012

Lonny D Cline
LONNY DALE CLINE

Teri Lynn Cline
TERI LYNN CLINE

Alfred Brent Cline
ALFRED BRENT CLINE

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this 30 day of November, 2012, before me, the undersigned Notary Public, personally appeared LONNY DALE CLINE, TERI LYNN CLINE and ALFRED BRENT CLINE, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

March 22, 2015

Patty Ahlman
Notary Public

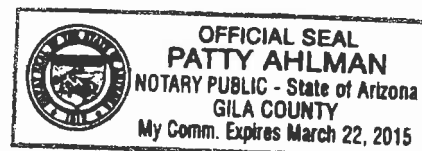


Exhibit "A"

LEGAL DESCRIPTION

**EWING TRAIL RIGHT OF WAY
(Portion of tax parcel 201-06-053A & 201-06-060B)**

**Gila County Public Works
Job No. GC2012-16**

**November 19, 2012
Page 1 of 4**

A parcel of land being a portion of that property described in Fee No. 2008-008402, being situate in the Southwest Quarter (SW 1/4) of Section 13, and the Northwest Quarter (NW 1/4) of Section 24 of Township 6 North, Range 10 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the CN 1/16 corner of said Section 24, said point being a B.L.M. brass cap and the POINT OF BEGINNING; from which the B.L.M. brass cap marking the south 1/4 corner of Section 13 bears N. 00° 28' 47" W., a distance of 1324.13 feet;

THENCE S. 89° 55' 26" W., 59.07 feet to a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guarena, LS 39196 (set) marking the intersection of the south line of said parcel and the westerly Right of way of Ewing Trail and the beginning of a curve concave to the east;

THENCE 158.62 feet along the arc of said curve to the right, having a radius of 1533.00 feet, a central angle of 05° 55' 43", and whose chord bears N. 09° 24' 53" W., 158.55 feet to the beginning of a radial line (calculated point);

THENCE N. 06° 27' 02" W., 301.26 feet along said west Right of way line of Ewing Trail to the beginning of a tangent curve concave to the east (calculated point);



**Gila County Public Works
Job No. GC2012-16**

**November 19, 2012
Page 2 of 4**

THENCE 105.89 feet along the arc of said curve to the right, having a radius of 2033.00 feet, a central angle of 02° 59' 03", and whose chord bears N. 04° 57' 30" W., 105.88 feet to a radial line and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE N. 03° 27' 58" W., 282.43 feet along said west Right of way line of Ewing Trail to the beginning of a tangent curve concave to the west (calculated point);

THENCE 320.66 feet along the arc of said curve to the left, having a radius of 1967.00 feet, a central angle of 09° 20' 25", and whose chord bears N. 08° 08' 11" W., 320.30 feet to a radial line and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE N. 12° 48' 24" W., 548.51 feet along the westerly Right of way of Ewing Trail to the north line of said parcel and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE N. 89° 54' 45" E., 67.66 feet along said north line to the easterly Right of way of Ewing Trail and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE S. 12° 48' 24" E., 533.62 feet along east Right of way of Ewing Trail to the beginning of a tangent curve concave to the west and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE 331.42 feet along the arc of said curve to the right, having a radius of 2033.00 feet, a central angle of 09° 20' 25", and whose chord bears S. 08° 08' 11" E., 331.05 feet to a radial line (calculated point);

**Gila County Public Works
Job No. GC2012-16**

**November 19, 2012
Page 3 of 4**

THENCE S. 03° 27' 58" E., 282.43 feet along the east Right of way line of Ewing Trail to the beginning of a curve concave to the east and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE 102.45 feet along the arc of said curve to the left, having a radius of 1967.00 feet, a central angle of 02° 59' 03", and whose chord bears S. 04° 57' 30" E., 102.44 feet to a radial line (calculated point);

THENCE S. 06° 27' 02" E., 301.26 feet to the beginning of a tangent curve concave to the east (calculated point);

THENCE 123.81 feet along the arc of said curve to the left, having a radius of 1467.00 feet, a central angle of 04° 50' 07", and whose chord bears S. 08° 52' 05" E., 123.77 feet to the east line of said parcel and a 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196 (set);

THENCE S. 00° 28' 47" E., 41.46 feet along said east line of parcel to the POINT OF BEGINNING, having an area of area of 113,174 square feet, or 2.598 acres, more or less.

RESERVING THEREFROM a utility easement more particularly described as:

Commencing for a tie at the south 1/4 corner of said Section 13, said point being a B.L.M. brass cap and the POINT OF BEGINNING; from which the B.L.M. brass cap marking the CN 1/16 corner of Section 24 bears S. 00° 28' 47" E., a distance of 1324.13 feet;

THENCE S. 89° 56' 28" W., 148.87 feet to a point on the east Right of way line of Ewing Trail;

THENCE S. 12° 48' 24" E., 20.51 feet along said east Right of way line of Ewing Trail;



**Gila County Public Works
Job No. GC2012-16**

**November 19, 2012
Page 4 of 4**

THENCE S. 89° 56' 28" W., 67.67 feet to a point on the west Right of way line of Ewing Trail;

THENCE N. 12° 48' 24" W., 20.51 feet along said west Right of way line of Ewing Trail;

THENCE N. 89° 56' 28" E., 67.67 feet to the POINT OF BEGINNING.

ARF-1759

Regular Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Mike Pastor, Member, Board of Supervisors
Submitted By: Marilyn Brewer, Executive Assistant, Board of Supervisors-District 3

Department: Board of Supervisors-District 2

Information

Request/Subject

Proclamation No. 2013-03 Proclaiming April 2013 as National County Government Month in Gila County

Background Information

Since 1991, the National Association of Counties (NACo) has encouraged counties to actively promote the services and programs they offer.

National County Government Month is an excellent opportunity for county officials to raise public awareness and understanding about the roles and responsibilities of counties to highlight essential county services and effective programs.

With this year's theme of "Smart Justice: Creating Safer Communities," counties can promote effective community corrections programs across the country and actively promote their own programs and services to the public they serve.

Evaluation

Each year the Board of Supervisors adopts a Proclamation proclaiming the month of April as County Government Month and encourages all Gila County officials, employees, schools and residents to participate in related activities throughout the month.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation 2013-03 to proclaim April 2013 as National County Government Month in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation 2013-03 to proclaim April 2013 as National County Government Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2013-03 to proclaim April 2013 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(Michael Pastor)**

Attachments

Proclamation 2013-03

Proclamation Issued by Governor Brewer



PROCLAMATION NO. 2013-03

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF APRIL 2013, AS NATIONAL COUNTY GOVERNMENT MONTH, “SMART JUSTICE: CREATING SAFER COMMUNITIES,” IN GILA COUNTY.

WHEREAS, the nation’s 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

WHEREAS, Gila County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, county governments are often the entity providing both direct and indirect services to enhance the lives of residents and are responsible for maintaining public safety and the efficient use of local tax dollars; and

WHEREAS, currently more than 13 million individuals are booked into county jails each year and more than 700,000 individuals are booked into state and federal prisons; and

WHEREAS, National Association of Counties President Chris Rodgers is encouraging counties to promote effective community corrections programs across the country through his 2012-13 “Smart Justice” presidential initiative; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT we, the Gila County Board of Supervisors, proclaim the month of April 2013 as National County Government Month and encourage all Gila County officials, employees, schools and residents to participate in county government celebration activities.

PASSED and ADOPTED this 2nd day of April 2013.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Michael A. Pastor, Chairman

Tommie C. Martin, Vice-Chairman

John D. Marcanti, Member

Janice K. Brewer
Governor

Office of the Governor

* COUNTY GOVERNMENT MONTH *

WHEREAS, counties take seriously their responsibility to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

WHEREAS, county governments are often the entity providing both direct and indirect services to enhance the lives of residents and are responsible for maintaining public safety and the efficient use of local tax dollars; and

WHEREAS, counties take a leadership role to protect and enhance the health and welfare of citizens in their community and provide the tools to deliver more effective and higher quality services while containing costs, with the goal to strengthen Arizona's economies; and

WHEREAS, counties take great pride in upholding public safety by providing law enforcement, by conducting criminal investigations, by safely and responsibly housing inmates within the county jail system, and by segregating those federally required in order to maintain security for other inmates and detention officers; and

WHEREAS, counties maintain best practices and policies to seek cost-effective alternatives to incarceration for non-violent and non-sexual offenders, and work hand-in-hand with the justice system, including law enforcement, courts and probation; and

WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by the State's counties, especially in the public safety field.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim April 2013 as

* COUNTY GOVERNMENT MONTH *

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this nineteenth day of March in the year Two Thousand and Thirteen, and of the Independence of the United States of America the Two Hundred and Thirty-seventh.

ATTEST:

Ken Blumett

Secretary of State

ARF-1771

Regular Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Mike Pastor,
Member, Board
of Supervisors

Submitted By: Sherry Grice, Executive Assistant,
Board of Supervisors-District 2

Department: Board of Supervisors-District 2

Information

Request/Subject

Resolution No. 13-04-04 in Support of Governor Brewer's Plan to Restore Medicaid.

Background Information

The Voters of Arizona clearly and overwhelmingly expressed their will to provide health insurance coverage through AHCCCS (Arizona Health Care Cost Containment System) for all Arizonans up to 100% of the Federal Poverty Level (FPL) both in 1996 and in 2000 through Proposition 204.

Proposition 204 relieved the county governments of their role in serving as the safety net for the medically needy/medically indigent, which was not a sustainable cost for the counties. Restoration of Proposition 204 is critical to county governments as the impact of the childless adult enrollment freeze has led to increased county costs and public safety concerns, such as increases in court ordered treatment, recidivism rates and use of the jail system as a means of addressing those who are in need of behavioral health treatment but unable to access care.

The Governor's plan is the best approach to honor the will of the voters, support county governments, and restore coverage to hundreds of thousands of Arizonans in need. The cost of restoring Proposition 204 will be covered by a hospital assessment that will free up State funds, which can then be used for education or public safety. The hospital assessment does not get passed on to the consumer but instead relieves hospitals of their uncompensated care burden for which we are all currently paying. The Governor's plan further protects the State from any federal "bait and switch" by including a "circuit breaker" that will be triggered if the federal funding commitment falls below 80%;

The federal guidance is very clear that such a circuit breaker is permissible and that Arizona is able to opt in or out of Medicaid restoration at any time. While everyone is concerned about the federal deficit, not restoring Proposition 204 coverage to hundreds of thousands of Arizonans with cancer, trauma injuries, serious mental illness, etc., only hurts Arizonans and does nothing to reduce the federal deficit. Restoring Medicaid places Arizona as a leader in the national debate about Medicaid reform, which can have an impact on the federal deficit.

AHCCCS is the Gold Standard for Medicaid managed care and serves as the national model of how to deliver quality care at the lowest cost. AHCCCS is also a shining example of limited government where care is managed by private health plans and provided by private physicians and hospitals, the very same ones we all see for our own care.

Evaluation

The Voters of Arizona clearly and overwhelmingly expressed their will to provide health insurance coverage through AHCCCS for all Arizonans up to 100% of the Federal Poverty Level (FPL) both in 1996 and in 2000 through Proposition 204.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Resolution No. 13-04-04 in support of Governor Brewer's plan to restore Medicaid, and encourage the Legislators of the Arizona State House and Senate to stand with the people of Arizona who have twice expressed their support for the Governor's plan to provide AHCCCS coverage for Arizonans in need.

Recommendation

It is recommended that the Board of Supervisors adopt Resolution No. 13-04-04.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-04-04 in support of Governor Brewer's plan to restore Medicaid, and encourage the Legislators of the Arizona State House and Senate to stand with the people of Arizona who have twice expressed their support for the Governor's plan to provide AHCCCS (Arizona Health Care Cost Containment System) coverage for Arizonans in need. **(Michael Pastor)**

Attachments

Resolution No. 13-04-04



RESOLUTION NO. 13-04-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS IN SUPPORT OF GOVERNOR BREWER'S PLAN TO RESTORE MEDICAID, AND TO ENCOURAGE THE LEGISLATORS OF THE ARIZONA STATE HOUSE AND SENATE TO STAND WITH THE PEOPLE WHO HAVE TWICE EXPRESSED THEIR SUPPORT FOR THE GOVERNOR'S PLAN TO PROVIDE AHCCCS COVERAGE FOR ARIZONANS IN NEED.

WHEREAS, the Voters of Arizona clearly and overwhelmingly expressed their will to provide health insurance coverage through AHCCCS (Arizona Health Care Cost Containment System) for all Arizonans up to 100% of the Federal Poverty Level (FPL) both in 1996 and in 2000 through Proposition 204; and

WHEREAS, Proposition 204 relieved the county governments of their role in serving as the safety net for the medically needy/medically indigent, which was not a sustainable cost for the counties; and

WHEREAS, restoration of Proposition 204 is critical to county governments as the impact of the childless adult enrollment freeze has led to increased county costs and public safety concerns, such as increases in court ordered treatment, recidivism rates and use of the jail system as a means of addressing those who are in need of behavioral health treatment but unable to access care; and

WHEREAS, the Governor's plan is the best approach to honor the will of the voters, support county governments, and restore coverage to hundreds of thousands of Arizonans in need; and

WHEREAS, the cost of restoring Proposition 204 will be covered by a hospital assessment that will free up State funds, which can then be used for education or public safety; and

WHEREAS, the hospital assessment does not get passed on to the consumer but instead relieves hospitals of their uncompensated care burden for which we are all currently paying; and

WHEREAS, the Governor's plan further protects the State from any federal "bait and switch" by including a "circuit breaker" that will be triggered if the federal funding commitment falls below 80%; and

WHEREAS, the federal guidance is very clear that such a circuit breaker is permissible and that Arizona is able to opt in or out of Medicaid restoration at any time; and

WHEREAS, while everyone is concerned about the federal deficit, not restoring Proposition 204 coverage to hundreds of thousands of Arizonans with cancer, trauma injuries, serious mental illness, etc., only hurts Arizonans and does nothing to reduce the federal deficit; and

WHEREAS, restoring Medicaid places Arizona as a leader in the national debate about Medicaid reform, which can have an impact on the federal deficit; and

WHEREAS, AHCCCS is the Gold Standard for Medicaid managed care and serves as the national model of how to deliver quality care at the lowest cost; and

WHEREAS, AHCCCS is also a shining example of *limited* government where care is managed by *private* health plans and provided by *private* physicians and hospitals, the very same ones we all see for our own care.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does affirm and declare its support for Governor Brewer's plan to restore Medicaid; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors encourages the Legislators of the Arizona State House and Senate to stand with the people of Arizona who have twice expressed their support for the Governor's plan to provide AHCCCS coverage for Arizonans in need.

PASSED AND ADOPTED this 2nd day of April 2013, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

ARF-1770

Regular Agenda Item 4- I

Regular BOS Meeting

Meeting

Date: 04/02/2013

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

A sealed bid submitted for the purchase of Assessor's tax parcel number 101-07-021-A

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual property tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Chief Deputy Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. A quit claim deed will then be issued to the successful bidder transferring ownership of the property.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

The County's sealed bid process allows one exception to the requirement that a bidder must submit a bid amount of no less than the total lien amount. A bidder may submit a bid less than the total lien amount if at the time they submit their bid to the Chief Deputy Clerk, they can provide written proof of ownership of land which adjoins the parcel of land for which a bid is being submitted. At the time the sealed bid is presented to the Board of Supervisors, the Board may consider accepting a bid that is lower than the total lien amount.

With regard to the bid on this parcel of land, the bidders have provided proof of ownership of land which adjoins the subject parcel. The parcel of land is vacant and it is located on N. Utah Avenue in Hayden. It was deeded to the State of Arizona in 2011 by the Gila County Treasurer and the total lien amount is \$2,740.94.

Conclusion

It is in the County's best interest for the Board of Supervisors to review this sealed bid for the purchase of Assessor's tax parcel number 101-07-021-A.

If the Board of Supervisors accepts the bidders' offer, the bidders have agreed to combine the parcels once they receive the quit claim deed. This will be a win-win situation for both the bidders and the County. It will save time and money for both the Treasurer's Office and Assessor's Office and because this is a vacant lot, the subject property will be reduced from a 16% tax ratio to a 10% tax ratio.

Recommendation

It is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-021-A. **(Marian Sheppard)**

Attachments

Bid for Parcel No. 101-07-021-A

Treasurer's Deed and Map for Parcel No. 101-07-021-A

BID TO PURCHASE LANDS HELD BY THE STATE UNDER TAX DEED

GENERAL INFORMATION		
DATE OF PROPOSAL	3-25-13	
BIDDER NAME	Ronald & Rosalinda Lopez	
BIDDER MAILING ADDRESS	P.O. Box 505 Hayden AZ. 85135	
PHONE NUMBER	520-356-7175 (cell) 520-591-0784	
TAX PARCEL NUMBER	101-07-021A	
GENERAL LOCATION	N. Utah Ave Hayden, AZ.	
NAME(S) TO BE PLACED ON DEED & MARITAL STATUS (Disclaimer must be filled out by husband & wife if person is married and wants in one name only.) Ronald & Rosalinda Lopez married		
SEALED ENVELOPE CONTAINING BID OFFER	Initials of person presenting envelope to Deputy Clerk: R.L.	Initials of Deputy Clerk receiving bid offer envelope: AS
IF PLACING A BID THAT IS LESS THAN THE TOTAL LIEN AMOUNT: DOCUMENTATION MUST BE ATTACHED TO THIS FORM SHOWING OWNERSHIP OF ADJOINING PROPERTY.		
TREASURER'S REPORT		
FORM RECEIVED AT TREASURER'S OFFICE - DATE: 3-25-13 Initials: MG		
TAXES DUE	1286.14	
INTEREST/PENALTIES	1404.80	
PUBLICATION FEES		
RECORDING FEES		
TOTAL DUE	\$2690.94 + \$50 Clerk's fee = \$2,740.94	
ASSESSOR'S REPORT		
FORM RECEIVED AT ASSESSOR'S OFFICE - DATE: 3-27-13 Initials: OK		
PLEASE ATTACH PROPERTY STATUS INQUIRY REPORT		
REVIEWED BY:		
BOARD OF SUPERVISORS ACTION		
APPROVED	REJECTED	OTHER
DATE OF SALE	AMOUNT DUE (Cash, Cashier's Check or Money Order only)	
WITHIN 48 HOURS OF SALE, PAYMENT MUST BE SUBMITTED TO THE CHIEF DEPUTY CLERK OF THE BOARD - PAYABLE TO THE GILA COUNTY TREASURER		
DATE PAYMENT RECEIVED	AMOUNT	

I HAVE READ AND UNDERSTAND THIS PROCESS.

Date:

Signature:

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2011-007406 TD Page: 1 of 1
07/05/2011 08:33:11 AM Receipt #: 11-3562
Rec Fee: \$0 Gila Co. Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER: 101-07-021-A

DESCRIBED AS: HAYDEN TWNS LOT 8 BLK 2 LESS S 17.5' 235/120 114/489

IN WITNESS WHEREOF, I, DEBORA SAVAGE, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011.



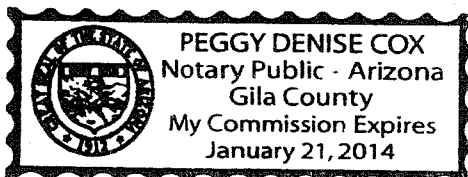
Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public

My Commission Expires: 1-21-2014



SE1/4 SW1/4 SECTION 11
T5S R15E

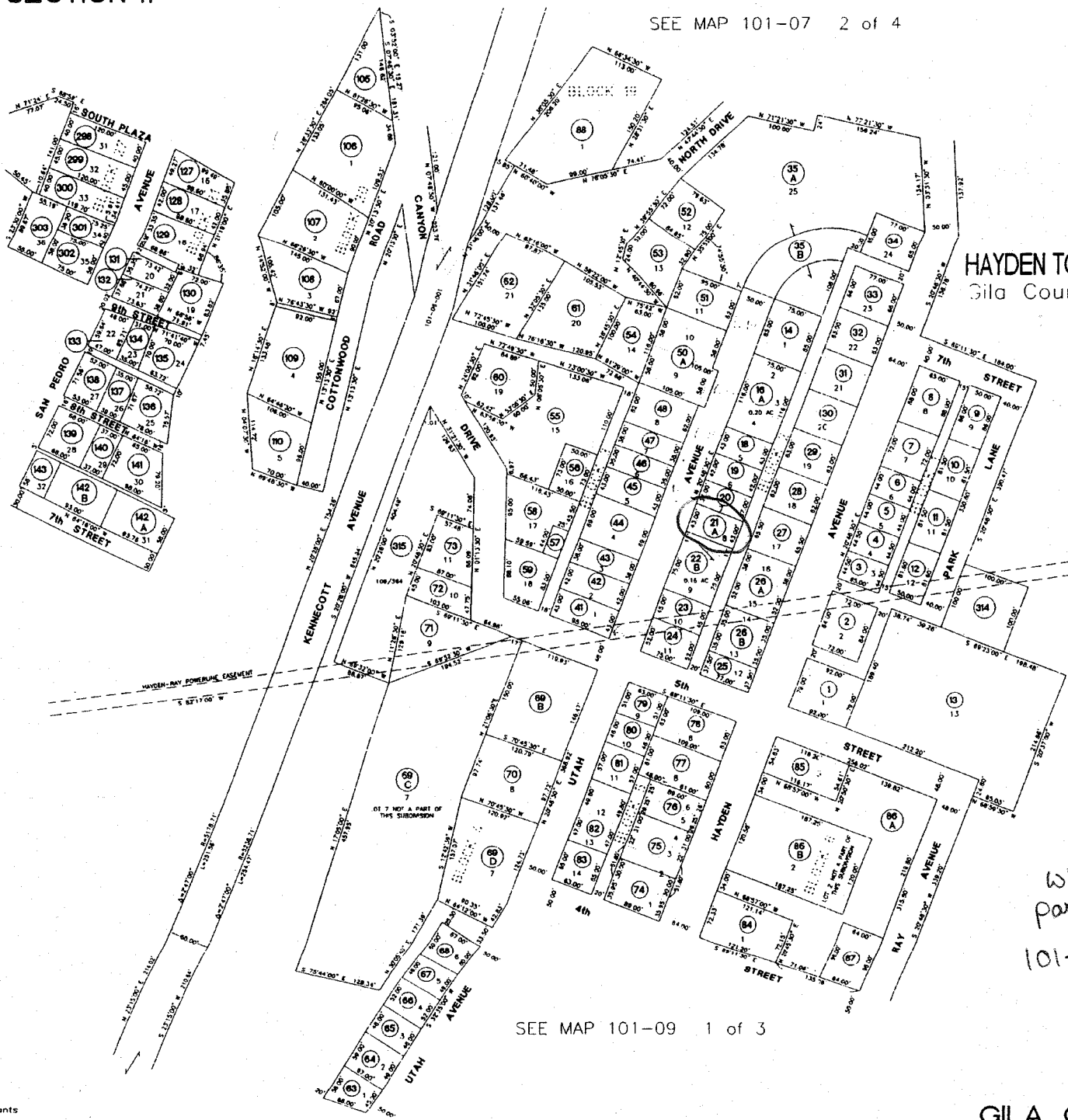
101-07-021A

101-07
1 of 4
CODE 4160
UPDATED 5-18-05

SEE MAP 101-07 2 of 4

658 Utah Ave
Hayden

HAYDEN TOWNSITE
Gila County Recorded Plats 170



SEE MAP 101-07 3 of 4

SEE MAP 101-06

Note -
The bidders
own parcel 101-07-022B
which adjoins State-owned
parcel #
101-07-021A

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

SEE MAP 101-09 1 of 3

ARF-1761

Regular Agenda Item 4- J

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Don McDaniel
Jr., County
Manager

Submitted By: Don McDaniel Jr., County Manager,
County Manager

Department: County Manager

Information

Request/Subject

Clerk of the Board of Supervisors Appointment

Background Information

On June 7, 2010, the Board of Supervisors appointed John F. Nelson as Deputy County Manager/Clerk. Mr. Nelson has provided notification of his retirement from Gila County effective March 29, 2013.

Evaluation

A.R.S. § 11-241 states that the Board of Supervisors shall appoint a Clerk of the Board.

Conclusion

Per statute, the Board of Supervisors needs to appoint a Clerk of the Board to fill the vacancy created by John Nelson's retirement from Gila County effective March 29, 2013.

Recommendation

It is recommended that Marian Sheppard, Chief Deputy Clerk, be appointed as the Clerk of the Board effective immediately. Ms. Sheppard has served as Chief Deputy Clerk for the past 16 years and during that time she has been responsible for all Clerk functions except elections.

Suggested Motion

Information/Discussion/Action to appoint Marian Sheppard as Clerk of the Board of Supervisors effective immediately. **(Don McDaniel)**

Regular BOS Meeting

Meeting Date:	04/02/2013		
Submitted For:	Malissa Buzan, Community Services Division Director	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2012/2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

InformationRequest/Subject

Amendment No.1 to Weatherization Low-Income Assistance Agreement #SW-ESA-12-2182-02Y2
Governor's Office of Energy Policy.

Background Information

For the past 10 years, the Gila County Division of Community Services, Weatherization Program has applied for and received low-income weatherization dollars to serve the low-income population of Gila County. The Weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. The recipients of this program also benefit by using less utilities, therefore saving money on their utility bills.

Original Contract OEP No. SW-ESA-12-2182-02Y2 was signed by Chairman Tommie C. Martin on July 17, 2012.

Evaluation

Funding from this contract will provide weatherization services to eligible citizens residing in Gila County that meet program income eligibility. Besides providing services to County residents, funding from this contract will also help many local contractors that are struggling to keep their business operating and keep staff employed during these uncertain economic times. All contractors utilized to provide services are required to become Building Pressure Institute certified.

Conclusion

Amendment No. 1 will provide up to \$6,000 of additional funding available for reimbursement. The \$6,000, in addition to the initial funding provided for reimbursement of \$7,150 brings the contract total amount to \$13,150.

Recommendation

The Community Action Program, Housing Manager recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 1 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y2) between the State of Arizona, Governor's Office of Energy Policy (OEP) and Gila County whereby OEP will provide \$6,000 of additional funding, which is available for reimbursement for the period June 1, 2012, through July 1, 2013, for a new contract total amount of \$13,150.

Attachments

OEP #SW-ESA-12-2182-02Y2

Contract #SW-ESA-12-2182-02Y2

Legal Explanation

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXIII, AMENDMENTS OR MODIFICATIONS**, the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$6,000.00 in additional funding available for reimbursement. This funding shall be used as follows:

Administration Costs \$600.00

Program Operations \$4,050.00

Health and Safety \$1,350.00

for the Southwest Gas Corporation Low-Income Energy Conservation Program (SWG) through June 30, 2013. The \$6,000.00, in addition to the initial funding provided for reimbursement of \$7,150.00, brings the contract total amount to \$13,150.00.

Section V, SCOPE OF WORK

Add the following two paragraphs to the Scope of Work under Section B, Specific Requirements, as additional requirements to the contract:

The Southwest Gas Corporation Approved Measures List is attached as Attachment A, incorporated herein by reference. The attached measures list shall govern which measures are allowable charge to Southwest Gas funds. All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and /or Mobile Homes depending on climate zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program Requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit costs are an allowable expense if no other funds are available for the audit, but the audit will be billed under administrative categories or Health and Safety.

Contractors must validate natural gas space heating and water heating for various measures, as noted on the attached Attachment A. In addition, measures must be cost-effective where indicated. Any questions or modifications to this list shall be directed to Southwest Gas via the Governor's Office of Energy Policy prior to approval. Any measures installed without prior approval and that do not meet the attached requirements will be disallowed for billing to Southwest Gas.

Section V. C, METHOD OF PAYMENT

Add the following sentence under Section V. C. 5, Reimbursement, as 5.d., regarding additional information on funding limitations:

Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to OEP.

Section VI, REGULATION REQUIREMENTS

Replace the sentence in Section VI. B. with the following sentence regarding weatherization component costs per dwelling:

Weatherization component costs required to complete the necessary measures (excluding all administrative costs) shall not exceed \$3,000 per household, unless prior approval is granted by Southwest Gas via the Governor's Office of Energy Policy. Approval will only be granted if the total investment meets program cost-effectiveness requirements.

Replace the sentence in Section VI. C. with the following sentence regarding eligibility of measures as cost-effective:

All measures must be determined to be eligible as cost-effective as set forth by SWG and the Weatherization Assistance Program.

Replace the sentence in Section VI. D. with the following sentence regarding budget limitations on health and safety expenditures:

The Health and Safety budget is capped at 25 percent of the total Contractor's budget, excluding administrative costs. Contractor's billing for Health and Safety expenses cannot exceed the 25 percent cap of the combined Program Operations and Health and Safety year-to-date actual expenditures. Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before Program Operations. No exceptions will be granted. Any health and safety expenditures in excess of \$2,000 per house unit requires prior written approval.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

Replace the sentence in Section VII. B., Income Eligibility, No. 1, with the following sentence to clarify income eligibility:

1. Applicants are eligible whose income is at or below 150 % of the Federal Poverty Guideline income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

Add the following sentence in Section VII. B., Income Eligibility as No. 2 regarding recipients of measures funded by Southwest Gas:

2. All recipients of measures funded by Southwest Gas must be current Southwest Gas customers.

Revise Section VII. B., Income Eligibility, No. 2 to No. 3. Replace the sentence in Section VII. B., Income Eligibility, No. 3, with the following sentence providing new information on all household income calculations:

3. Income calculations must include ALL household income. Household members who **have** received cash assistance under TANF or SSI are **NOT** automatically eligible for Southwest Gas funds. The income calculation must include total household income of all household members.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS

Add the following sentence as No. 11 to the requirements:

11. Any health and safety expenditures in excess of \$2,000 per house unit requires prior written approval.

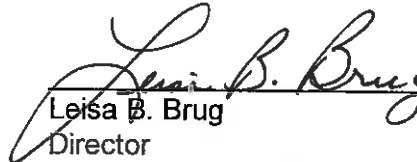
Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In **Witness Whereof**, the parties hereto agree to execute this Amendment.

GILA COUNTY


**GOVERNOR'S OFFICE OF
ENERGY POLICY**

Board of Supervisors Date
Chairman

 2/25/13
Leisa B. Brug Date
Director

Michael A. Pastor
Printed Name

Deputy Attorney Principal

 2/27/13
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

Signature Date

Bryan Chambers
Printed Name

Southwest Gas Measure ¹	Requires		Specific Requirements ²
	Requires Natural Gas Space Heating Source	Natural Gas Water Heating Source	
Duct Replacement	x		Must be cost-effective or have SIR greater than 1.0.
Duct Sealing	x		Pressure Relief to be included in Duct Sealing cost. Must be cost-effective or have SIR greater than 1.0.
Envelope Sealing	x		Must be cost-effective or have SIR greater than 1.0.
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget.
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget.
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget.
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget.
HSD HVAC Service	x		Health & Safety Budget capped at 25% of agency's overall budget.
HVAC Replacement	x		Must be cost-effective or have SIR greater than 1.0.
HVAC Replacement - GAS PAC	x		Must be cost-effective or have SIR greater than 1.0. A 13 SEER Gas Pac may only replace an existing Gas Pac.
Installed Insulation	x		Must be cost-effective or have SIR greater than 1.0.
Low-cost/No Cost			Capped at \$250.
Low Flow Showerhead		x	Must be cost-effective or have SIR greater than 1.0.
Faucet Aerator		x	Must be cost-effective or have SIR greater than 1.0.
Weather Stripping	x		Must be cost-effective or have SIR greater than 1.0.
Water Heater Insulation		x	Must be cost-effective or have SIR greater than 1.0.
Furnace Filters	x		Must be cost-effective or have SIR greater than 1.0.
Door Sweep	x		Must be cost-effective or have SIR greater than 1.0.
Pipe Insulation		x	Must be cost-effective or have SIR greater than 1.0.
Set-back Thermostat	x		Must be cost-effective or have SIR greater than 1.0.
Low-e Storm Windows	x		Must be cost-effective or have SIR greater than 1.0.
Misalignment Repair (batt insulation)	x		Must be cost-effective or have SIR greater than 1.0.
Replace Glass	x		Must be justified with infiltration reduction or fall under Health and Safety Budget.
Repair Replacement of leaking hot water control valves		x	Must be cost-effective or have SIR greater than 1.0.
Relocation of Thermostat	x		Must be cost-effective or have SIR greater than 1.0.
Replacement of evap cooler roof jacks with damper system	x		Must be cost-effective or have SIR greater than 1.0.

¹ All recipients of measures funded by Southwest Gas must be Southwest Gas customers.

² All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to one must be allocated to the Health and Safety Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is given from DOE and funding source, these requirements can change at the direction of the Governor's Office of Energy Policy.

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY**

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") Contract No. M082-012, effective July 1, 2012 for a period of one (1) year until June 30, 2013.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

- A. The total SWG budget for this AGREEMENT shall not exceed \$7,150.00.
- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

- 1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.
- 2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.
- 3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.
- 4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
- 5. Reimbursement
 - a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

OEP CONTRACT NO. SW-ESA-12-2182-02Y2

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
 - *Completed/Submitted Jobs listing sent via email to ebillings@az.gov* (Send list by email to Evelyn Billings)
 - *No Completed/Submitted jobs this month* (No list is required)
- b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the combined total of the Program Operations and the Health and Safety payment requested.
- c. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing **areas** out of compliance and remedies needed to bring the request into compliance.

D. REPORTS

1. Weatherization Program Database Website
 - a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.
 - b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.
2. List of Client Jobs
 - a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
 - *Completed/Submitted Job listing attached*
 - *Completed/Submitted Job listing sent via email to ebillings@az.gov*
 - b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
 - *No Completed/Submitted jobs this month*
3. Financial Report Form
 - a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports
 - a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.
5. Report Submittal Requirements
 - a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.
 - b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
 - c) Final reports shall be submitted no later than July 26, 2013.

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007**

F. SERVICE TERRITORY

Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

- A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.
- B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$3,000.00 using SWG program funds.
- C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.
- D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

- A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.
- B. Income Eligibility
 1. Applicants are eligible whose income is 150% of the Federal Poverty Guidelines income

determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ("SSI"), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.
- C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVI. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XVII. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XVIII. FUND MANAGEMENT:

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XIX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XX. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXI. INSURANCE REQUIREMENTS

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXII. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXIII. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

XXIV. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXV. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVI. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXVII. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXIX. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXX. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXI. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXII. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXIII. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXIV. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXV. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVI. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXVII. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XXXVIII. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XXXIX. HEALTH & SAFETY

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XL. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

XLI. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

XLIII. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLIV. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.") A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

XLV. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. ATTORNEY FEES

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:

Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to the OEP:

The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

Contractual/Financial Contact

Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By Leisa B. Brug
Leisa B. Brug
Director
Or Authorized Signatory

Date: 6/26/12

Travis Price
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

Date: 6/26/12

GILA COUNTY

Tommie C. Martin
Board of Supervisors
Chairman

Date: 7/17/12

Tommie C. Martin
Printed name

Chief Deputy County Attorney

Bryan B. Chambers 7/17/2012
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02Y2	SWG TOTAL BUDGET
Contract to 6-30-2013	
1. Administration Costs	\$650.00
2. Program Operations	\$4,875.00
3. Health and Safety	\$1,625.00
Budget Total	\$7,150.00

EXHIBIT B

WEATHERIZATION PROGRAM REQUIREMENTS

**JULY 1, 2012
EDITION**

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INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be met in addition to any other measures for which the REM Design is being conducted for.

The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009 and can be found at <http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona>

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:

There are potential cost-effective energy upgrades to the house that are not listed on the priority list

There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.

Energy related incidental repairs of more than \$100 are included with the energy upgrades.

It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:

Pre and Post blower door = 2000 CFM @ 50 Pa

Uninsulated block walls U-value = 0.371

1000 Square Feet

15% Glazing

Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Solar Screens

- a. Not to exceed \$5.00 per square foot

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$400
Electric Heat Pump	\$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install heat pump water heater
 - a. If there is an existing electric water heat
 - b. Cost not to exceed \$1900
 - c. Existing System $EF \leq 0.90$
 - d. $EF \geq 2.4$
 - e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
 - f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$70
Gas	\$45
Electric Heat Pump	\$45

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$400

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.
 - a. If existing windows are single pane, aluminum windows.
 - b. Emissivity $< +0.22$
 - c. Cost of storm windows not to exceed \$15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$125
Gas	\$70
Electric Heat Pump	\$70

2. Attic insulation to R-38

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$

- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

- 7. Install low-e storm windows on East, West and North facing windows.**
- d. If existing windows are single pane, aluminum windows.
 - e. Emissivity ≤ 0.22
 - f. Cost of storm windows not to exceed \$15.00/ square foot

Assumptions for Frame Built Houses:

1500 Square Feet

No attic insulation

No wall insulation (uninsulated 2X4 stud wall)

Windows starting at $U=0.90$ SHGC = 0.65

Windows are 15% of wall surface area

Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
b. Limit of 8 CFLs per client

4. Solar Screen

- a. Not to exceed \$5.00 per square foot

5. Dense Pack Side Wall Insulation

- a. Wall insulation not to exceed \$2.50 per square foot

6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$380
Electric Heat Pump	\$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1900
- Existing System EF<=0.90
- EF >= 2.4
- Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$75
Gas	\$45
Electric Heat Pump	\$45

2. Attic Insulation to R-30

- If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- Not to exceed \$2.50 per square foot

4. CFLs

- If existing lighting is incandescent bulb in use for 2 hours per day or more
- Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$375

6. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1900
- Existing System EF<=0.90
- EF >= 2.4
- Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.

- If existing windows are single pane, aluminum windows.
- Emissivity <+0.22
- Cost of storm windows not to exceed \$15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$120
Gas	\$70
Electric Heat Pump	\$70

2. Attic Insulation to R-38

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- b. Not to exceed \$2.50 per square foot

4. CFLs

- c. If existing lighting is incandescent bulb in use for 2 hours per day or more
d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

6. Install heat pump water heater

- a. If there is an existing electric water heat
b. Cost not to exceed \$1900
c. Existing System EF<=0.90
d. EF >= 2.4
e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.
 - j. If existing windows are single pane, aluminum windows.
 - k. Emissivity <+0.22
 - l. Cost of storm windows not to exceed \$15.00/ square foot

Mobile Home Assumptions:

Gas Price: \$1.19/Therm (From Southwest Gas Website)

Electricity Price: \$0.11/kWh (EIA)

Propane Price: \$2.60/gal.

Existing Aluminum Window: $U = 1.13$ $SHGC = 0.80$

Replacement Window: $U = 0.30$ $SHGC = 0.30$

Existing Component Insulation:

Ceiling Insulation: 1 inch of fiberglass (assembly $R = 4.6$)

Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab

Belly Insulation: Wings: 1 inch rigid board

Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly $R = 7.4$)

Zone 2 MH (Phoenix, Yuma)**1. Air Sealing**

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$25
Electric Heat Pump	\$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$180
Electric Heat Pump	\$250

3. Mobile Home Roof Insulation

a. If less than R-19

b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation**5. CFLs**

a. If existing lights are incandescent and on 2 hours or more a day

b. Limit of 8 CFLs per client

6. Solar Screens

a. Cost not to exceed \$5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- g. If there is an existing electric water heat
- h. Cost not to exceed \$1900
- i. EF \geq 2.4
- j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Gas	\$45
Electric Heat Pump	\$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$230
Electric Heat Pump	\$275

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. EF ≥ 2.4
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.

- a. If existing windows are single pane, aluminum windows
- b. Emissivity ≤ 0.22
- c. Cost of storm windows not to exceed \$15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$70
Electric Heat Pump	\$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$425
Electric Heat Pump	\$425

3. Mobile Home Roof Insulation

- If less than R-19
- Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- If existing lights are incandescent and on 2 hours or more a day
- Limit of 8 CFLs per client

6. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1700
- EF ≥ 2.4
- Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.

- If existing windows are single pane, aluminum windows

- b. Emissivity ≤ 0.22
- c. Cost of storm windows not to exceed \$15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed \$250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests

Duct repair

Envelope air sealing

Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

- A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of -3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of -3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**

Perform zonal pressures and record the results.

Perform initial Whole House CFM50 Test and record the results.

Perform Pressure Pan Test and record initial pressure difference.

- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).

- D. After initial duct repair is performed, evaluate if additional duct repair is possible.

- E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.

Envelope air sealing can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

- D. The Health and Safety Policy must be followed at all times.

- E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.

- F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).

- G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.

Room pressure balancing can only be performed under the supervision of a trained technician.

In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.

Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.

Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	- 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks

Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:

AC: 13 SEER

Heat Pump: 13 SEER and 7.7 HSPF

Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
 - Refrigerant charge shall be installed per the manufacturer's specifications.
 - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines. All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques

Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.

Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.

Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.

Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.

Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.

Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.

Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.

Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be met and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:

Costs are reasonable as determined by DOE in accordance with this approved Master Plan;

The actions must be taken to effectively perform weatherization; or

The actions are necessary as a result of weatherization work.

Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs.

Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding \$2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

“Red tagged”, inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the \$2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined: Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.

Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation. Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).

Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where “red tagged” health and safety conditions exist that cannot be corrected under this guidance should be deferred.

Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is required by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.

Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.

Testing natural draft appliances for draft and spillage under worst case conditions before and after air sealing.

Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.

Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?

Where the need for excavating equipment is brought

Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.

Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards

Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability of the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

- An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.

Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction

To find in-person training conducted by an authorized OSHA Outreach Trainer:

- a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.

b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html

c. The OSHA Consultation office in your area may offer it, see www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceed 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.

2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.

Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.

b. How to operate and reset the CO and smoke alarms.

c. How to read the CO alarm if there is a digital display.

d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)

The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.

e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.

4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:

The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and

No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.

5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently

:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO₂, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http://www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.

Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

- a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.
- b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.
- c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.
- d. The service provider must document all referrals to other programs or services in the client file.
- e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:
Not exceed the size of the replaced unit.
Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:
Provide the voltage specified on the ID plate of the new refrigerator.
Be properly grounded and/or protected with a properly functioning GFCI device.
Be located within reach of the refrigerator without the use of an extension cord.
Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:
Deliver and install the new refrigerator.
Level the unit to ensure proper operation.
Ensure that door hinges are on the appropriate side.
Instruct the customer on refrigerator operation.
Deliver warranties and operating manuals to the customer.
Set temperature controls appropriately.

DISPOSAL

The contractor shall:
Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

Manufacturer (for years available)

Brand

Year of manufacture

Model number

Type (e.g., side-by-side, top freezer)

Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting**Meeting Date:** 04/02/2013**Submitted For:** Barbara Valencia, WIA
Department Program
Manager**Submitted By:** Barbara Valencia, WIA Department
Program Manager, Community Services
Division**Department:** Community Services Division **Division:** WIA Department

Information**Request/Subject**

Gila/Pinal Workforce Investment Board New Membership, Reappointment, and Resignations.

Background Information

Under the Workforce Investment Act (WIA) of 1998 (Section 117), it is a requirement that Local Workforce Investment Boards (LWIBs) recommend and approve membership under the category set forth in WIA and then forward those appointment(s) to the chief elected officials for final approval.

Appointments of members to the Gila/Pinal Workforce Investment Board (WIB) is a two-part process. The initial members's application is submitted to the WIB for appointment. Once approved, the member's name is then presented to the Board of Supervisors for approval. Before the term of office expires for any members, the WIA Program Coordinator prepares the paperwork for reappointment or resignation.

Evaluation

The Gila/Pinal Workforce Investment Board has recommended and approved the new membership of Al Larson and Pat Burke, reappointment of Brad McCormack, and resignations of Brian Tapp and Billie Lavin.

Conclusion

The Gila/Pinal Workforce Investment Board (WIB) has recommended and approved the following:

New membership:

Al Larson, Interim Director, Central Arizona Governments, representing "economic development" on the WIB for a 4-year term, retroactive from 11/1/12 to 10/31/16.

Pat Burke, Dean, Gila Community College Campus - Gila Pueblo and San Carlos, representing "secondary education" on the WIB for a 4-year term, retroactive from 1/1/13 to 12/31/16.

Reappointment: Brad McCormack, Operations Manager, Fred G. Acosta Job Corps, represented as a "partner" on the WIB, retroactive from 10/1/12 to 9/30/16;

Resignations: Brian Tapp resigned effective 9/6/12, and Billie Lavin resigned effective 9/28/12.

Recommendation

The Gila/Pinal Workforce Investment Board recommends the Board of Supervisors' approval of the changes in membership of the Gila/Pinal Workforce Investment Board as listed previously in this agenda item.

Suggested Motion

Approval of the following membership changes to the Gila/Pinal Workforce Investment Board: New Membership - Al Larson, Interim Director, Central Arizona Governments, retroactive from 11/1/12 to 10/31/16, and Pat Burke, Dean, Gila Community College Campus - Gila Pueblo and San Carlos, retroactive from 1/1/13 to 12/31/16; Reappointment - Brad McCormack, Operations Manager, Fred G. Acosta Job Corps, retroactive from 10/1/12 to 9/30/16; and Resignations - Brian Tapp effective 9/6/12, and Billie Lavin effective 9/28/12.

Attachments

Gila/Pinal WIB Membership List-Proposed 4/16/13

GILA/PINAL WORKFORCE INVESTMENT BOARD
(Proposed to BOS on 4-16-13 and if approved the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
ED CARPENTER	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15	4
CLIFF POTTS	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15	4
JERI BYRNE	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15	4
CHARLIE ESTRADA	C	C (06/28/11)	10 years (initial WIB appt. 4/1/01)	04/01/11-03/31/15	4
MARIAN SHEPPARD	C	C (09/06/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15	4
DIANA RUSSELL	C	C (06/28/11)	8 years (initial BOS appt. 7/26/02)	01/01/11-12/31/14	4
BERNADETTE KNIFFIN	C	C (09/06/11)	4 years (initial BOS appt. 5/8/07)	05/08/11-05/07/15	4
BRAD MCCORMICK	C	C (04/16/13)	4 years (initial BOS appt. 6/9/09)	10/01/12-09/30/16	4
CINDY FLETCHER	C	C (11/01/11)	12 years (initial BOS appt. 7/27/99)	07/27/11-07/26/15	4
BILLIE LAVIN	E	A (06/09/09)	-	10/01/08-09/30/12	4 RESIGNED 9/28/12
BRIAN TAPP	E	A (04/19/11)	-	12/28/10-12/27/14	4 RESIGNED 9/6/12
JOAN MOORE	C	C (04/19/11)	9 years (served from 2000-2009)	12/28/10-12/27/14	4
AL LARSON	C	A (04/16/13)	-	11/01/12-10/31/16	4
PATRICIA BURKE	C	A (04/16/13)	-	01/01/13-12/31/16	4
Other WIB members that represent Pinal County are appointed by WIB and then Pinal County BOS.		Per Gila/Pinal Bylaws-when a member resigns there isn't a person appointed to serve out their term; a new person is appointed for a new 4-year term.			

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. (Joint appointments by Gila County BOS and Pinal County BOS.)
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

ARF-1736

Consent Agenda Item 5- C

Regular BOS Meeting

Meeting Date: 04/02/2013

<u>Submitted For:</u>	Joseph Heatherly, Finance Director	<u>Submitted By:</u>	Dana Sgroi, Contracts Support Specialist, Finance Department
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Department: Finance Department

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 03-20-13 to Grant?: No

Begin & End: 03-19-14

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract 092111-2 for CRS-2 Chip Seal Oil with Cactus Transport, Inc.

Background Information

Effective March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 chip seal oil to various locations in the County for road maintenance and repair. Contract term ends March 19, 2013.

Evaluation

Per section 3, Item 2 of Contract No. 092111-2, the contract period may be renewed by mutual agreement of both parties for two additional one-year periods. Amendment No. 1 will extend the contract period for one year from March 20, 2013, to March 19, 2014.

Conclusion

By extending Contract No. 092111-1 for one year, it will allow Cactus Transport, Inc. to continue to provide CRS-2 Chip Seal Oil to the Roads Department for road repair and maintenance.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 092111-2 to extend the contract for one year with Cactus Transport, Inc. for CRS-2 chip seal oil.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 092111-2 between Gila County and Cactus Transport, Inc. to extend the contract per section 3.2, from the period of March 20, 2013, to March 19, 2014; and to provide for the purchase of CRS-2 chip seal oil for County roads.

Attachments

Amendment #1 to Contract 092111-2 with Cactus Transport, Inc.

Contract 092111-2 with Cactus Transport, Inc.

Legal Explanation



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 092111-2

CRS-2 CHIP SEAL OIL

Effective March 20, 2012, Gila County and Cactus Transport, Inc. entered into a contract whereby Cactus Transport, Inc. agreed to provide CRS-2 Chip Seal Oil to various locations in Gila County for a twelve (12) month period. The contract terminates March 19, 2013. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

Amendment No. 1 will allow the contract to be extended for a one (1) year period from March 20, 2013 to March 19, 2014.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 092111-2, but in no event shall charges for the March 20, 2013 to March 19, 2014 extension exceed \$50,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 092111-2 shall remain the same and apply during the length of the renewal period from March 20, 2013 to March 19, 2014.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

SUPPLIER:

CACTUS TRANSPORT, INC.

Suppliers Signature

Jason Hoffman
Print Name

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
092111-2
CRS-2 CHIP SEAL OIL**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	16
Contract Forms:.....	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

SOLICITATION NUMBER

092111-2

BID DUE DATE: February 9, 2012

TIME: 3:00 PM

DESCRIPTION: CRS-2 CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement
Board Conference Room #257, 2nd Floor
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: January 25 and February 1, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Twelve months with two one year renewal options
Phone Number: 928-402-8612

Signed:


Tommie C. Martin, Chairman, Board of Supervisors

Date:

1 / 24 / 12

Signed:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date:

1 / 24 / 12

SOLICITATION NO. 092111-2**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of CRS-2 Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Product Specifications

CRS-2 PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-59	75	400
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Uncoated Particles, %	AZ 502	55	
Residue, % of emulsion by distillation	T-59	65	
<u>Tests on Residue from Distillation Test</u>			
Penetration @ 77°F, 100g / 5 sec, dmm	T-49	40	90

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the

equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 092111-2**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 092111-2**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

SOLICITATION NO. 092111-2**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, because of Contractor default as explained in (A)(1) and (A)(2) in the previous paragraph, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 092111-2**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

SOLICITATION NO. 092111-2**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 092111-2**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

17. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SOLICITATION NO. 092111-2**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

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Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and One (1) copies (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

SOLICITATION NO. 092111-2

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

SOLICITATION NO. 092111-2**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope, a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with bid title "**CRS-2 CHIP SEAL OIL**", Bid Number, "**092111-2**", date, "**February 9, 2012**", and time, "**3:00 PM**" of bid opening shall be written on the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 092111-2

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 07-215741 X

Federal Employer Identification

No.: 86-0363424

For clarification of this offer, contact:

Jason W. Hoffmann

Printed Name

jwh@cactusTransport.com

Email Address

jwh@CactusTransport.com

Company Email Address

Cactus Transport, Inc.

Offeror's (Company) Name

8211 West Sherman Street

Address

Tolleson, AZ 85353

City

State

Zip

623-907-2800

Phone

623-907-2900

Facsimile

Signature of Person Authorized to Sign Offer

Jason W. Hoffmann 2/1/12

Printed Name

Date

Operations Manager

Title

Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 092111-2

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: 3-20-12

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

CRS-2 CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Cactus Transport, Inc.
8111 West Sherman Street
Tolleson, AZ 85353
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona: .93
 A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: ROC# 179814

Signature of Authorized Representative

Jason W. Hoffman

Printed Name

operations Manager

Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

CRS-2 Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 150 Tons

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>525.00</u>	\$ <u>32.00</u>	\$ <u>615.00</u>

21 Ton minimum per day

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>185.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>95.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: Arizona & City of: Globe
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

Charles Transport, Inc.
Company Name

[Signature]
Company Representative

If payment is made within 10 days after receipt of goods or services, the above quoted price can
be discounted by 1 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. Company:

Contact:

Phone:

Address:

Holly Asphalt

Mike McCuene

623-939 3311

20860 N Tatum Blvd, Suite 150
Phoenix AZ 85050

2. Company:

Contact:

Phone:

Address:

Vulcan Materials

Ken Meeks

602-254-8465

2526 E University Dr. Phoenix, AZ 85034

3. Company:

Contact:

Phone:

Address:

Mesa Materials

Patty Southway

480-830-1521

P.O. Box 20040, Mesa, AZ 85277

Cactus Transport, Inc

Signature of Authorized Representative

Title

Operations Manager

ATTACHMENT "E"

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Cactus Transport, Inc

Business name, if different from above

Cactus Asphalt, A Division of Cactus Transport, Inc

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

811 West Sherman Street

City, state, and ZIP code

Tolleson, AZ 85353

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

86 0363424

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

J. R. Denney

Date ▶

2/7/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT Gila County 1400 East Ash Street Globe, Arizona 85501 SOLICITATION NO. 092111-2

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
) ss
 COUNTY OF: Maricopa)

Jason W. Hoffman
 (Affiant)
 the Operations Manager
 (Title)
 of Cactus Transport, Inc and
 (Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

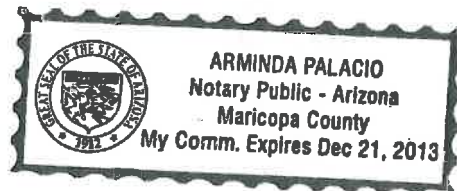
[Signature]
 (Signature)
Operations Manager
 (Title)

Subscribed and sworn before me this
8th Day of February, 20 12

Arinda Palcio
 Signature of Notary Public in and for

the County of Maricopa

State of Arizona



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

At the time of submission of bids for Invitation for Bid No. 092111-2 CRS-2 Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

Cactus Transport Inc.
Name of Firm

[Signature]
By: (Signature)

Operations Manager
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Jason W. Hoffman
Printed Name

Operations Manager
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:**REQUIRED DOCUMENT****COMPLETED / EXECUTED**

Offer & Contract Award (attachment A)
Qualification & Certification Form (attachment B)
Price Sheet (attachment C)
References (attachment D)
IRS W-9 Form (attachment E)
Non-Collusion Affidavit (attachment F)
Intentions Concerning Subcontractors (attachment G)
Legal Arizona Works Act Compliance (attachment H)

✓
✓
✓
✓
✓
✓
✓
✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>[Signature]</u>	_____	_____	_____	_____
Date	<u>2-6-12</u>	_____	_____	_____	_____

Signed and dated this 6 day of February, 20 12

Cactus Transport, Inc.
CONTRACTOR:

BY: [Signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 092111-2 CRS-2 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before February 9, 2012, 3:00 pm.



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-1739

Consent Agenda Item 5- D

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Linda Eastlick, Submitted By: Liz Mata, Administrative Clerk,
Elections Director Elections Department

Department: Elections Department

Information

Request/Subject

Pine Water Association Domestic Water Improvement District Governing Board Resignation and Appointment.

Background Information

ARS 48-803 (B) provides that if a vacancy occurs on the district board, other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

Pine Water Association Domestic Water Improvement District Board Member Curtis Chaney tendered his resignation notice effective February 23, 2013. The Pine Water Association Domestic Water Improvement District Governing Board appointed Manuel V. Cantu to replace Curtis Chaney.

Conclusion

Mr. Cantu has agreed to complete Mr. Chaney's term of office, which expires December 31, 2014.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Curtis Chaney and the appointment of Manuel V. Cantu as a new Governing Board member for the Pine Water Association Domestic Water Improvement District.

Suggested Motion

Acknowledgment of the resignation of Curtis Chaney from the Pine Water Association Domestic Water Improvement District Governing Board and the appointment of Manuel V. Cantu to complete Mr. Chaney's term which expires December 31, 2014.

Attachments

Pine Wtr Assoc.DWID Mtg min. Resig-Oath-ARS 48-803

6. Discussion and possible action re: Member account status/billing: 3 are 30 Day's late.
7. Review of recent water reports re: (Water Loss) It is still averaging a 12% Loss.
8. Facility operations report: Plant Operator Kevin reported his chlorine is Running low Robert Fuller will pick up the chlorine supplies.
9. Introduction of Manuel Cantu as prospective candidate for replacement of Curtis Chaney who has moved from the district – Possible action on this Matter: Curtis Chaney said he would have his letter of resignation into Robert Fuller this week. Manney Cantu introduced himself & stated the previous positions he has held and will be willing to serve. Maurine Heisdorffer made the motion that upon the resignation of Curtis Chaney that Manuel Cantu fill his position on the PWADWID Board it was seconded by Mike Ward all voted approval.
10. Completion of US Dept of Commerce 2012 survey of Local Government's finances: This was filled out by Robert Fuller and sent in.
11. Completion of WIFA Annual Loan Review for 2012: This has been submitted to WIFA
12. Arizona Open Meeting Law Training Meeting March 5th or 6th in Payson: This was discussed and will be attended by those who can.
13. Review of recent correspondence: Covered above in # 10 & 11.
14. Other Matters: Kevin Donsbach will ck on the price of the new lighting panel and let us know at our next meeting. Mike Ward suggested that we have a (to do list) with approximate cost of each repair.
15. Adjournment: Maurine Heisdorffer made the motion to adjourn and Mike Ward seconded it.

Curtis D. Chaney
P.O. Box 969
Pine, AZ 85544
February 23, 2013

Robert Fuller
Chairman
PWA Domestic Water Improvement District
P.O. Box 563
Pine, AZ 85544

Dear Mr. Fuller:

Please accept my resignation from the Board of the PWADWID, effective upon final approval of a suitable replacement.

Regretfully, I am unable to complete my current four-year term of service due to recent real estate transactions. I no longer live or own property within the boundaries of the district.

It has been a pleasure to work with the Members of the Board and serve the community. I continue to hold the highest regard for the goals of the PWADWID, and the standards by which the Board conducts business.

Sincerely,



Curtis D. Chaney
Vice Chairman

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)

: ss.

COUNTY OF GILA)

I, hereby do solemnly swear that I, Manuel V. Cantu,
will support the Constitution of the United States and the Constitution and Laws
of the State of Arizona; that I will bear true faith and allegiance to the same and
defend them against all enemies whatsoever, foreign and domestic, and that I will
faithfully and impartially discharge the duties of Governing Board Member, for
the P.W. A.D.W.I. district, so help me God.

Manuel V. Cantu

Signature

Subscribed and sworn to before me this 4th day of March, 2013

Lynn C. Gardner

Notary Public

My Commission Expires:

8/9/16



48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

ARF-1732

Consent Agenda Item 5- E

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Linda Eastlick, Submitted By: David Rogers, Elections Specialist,
Elections Director Elections Department

Department: Elections Department

Information

Request/Subject

Intergovernmental Agreement for Election Services between Gila County and the Town of Winkelman.

Background Information

The Gila County Recorder's Office and Department of Elections perform election services for various governmental agencies and special districts within Gila County.

Changes to County policy with regard to the conduct of jurisdictional elections were adopted by the Board of Supervisors on February 7, 2012. These changes provide for a master intergovernmental agreement to be signed for each participating jurisdiction. Each master agreement will remain in effect unless one of the parties cancels the agreement.

A Menu of Services will be completed for each election. The Menu will include a fee schedule for each type of service requested of the Recorder's Office or Department of Elections.

Evaluation

The Town of Winkelman has requested that Gila County conduct its town council elections.

Conclusion

At this time, the Town of Winkelman wishes to enter into a Master Agreement with Gila County for election services.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the Intergovernmental Agreement for Election Services between Gila County and the Town of Winkelman.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County and the Town of Winkelman.

Attachments

IGA with Town of Winkelman

GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Town of Winkelman seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Town of Winkelman hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

I. The County shall:

- a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter called the Menu, and which are requested by the Jurisdiction as indicated on the Menu;

- b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;
- c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;
- d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties;
- e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

- a. Submit to the Recorder's Office and the Department of Elections a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election;
- b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;
- c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;
- d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;
- e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;
- f. Provide Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary;
- g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

- h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets;
- i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. The County and the Jurisdiction mutually covenant and agree:

- a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;
- b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Menu to be completed for each election;
- c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;
- d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;
- e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;
- f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment, or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;
- g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

- h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;
 - i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party;
 - j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.
- IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Menu to be completed for each election.
- V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement

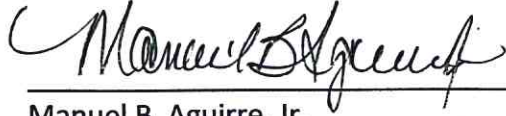
Intergovernmental Agreement for Election Services

Signed this _____ day of _____, 2013

GILA COUNTY BOARD OF SUPERVISORS

TOWN OF WINKELMAN

Michael A. Pastor
Chairman



Manuel B. Aguirre, Jr.
Mayor

ATTEST

APPROVED AS TO FORM

Marian Sheppard
Deputy Clerk of the Board



J. Dee Flake

APPROVED AS TO FORM

Bradley D. Beauchamp
County Attorney

ARF-1743

Consent Agenda Item 5- F

Regular BOS Meeting

Meeting Date: 04/02/2013

Submitted For: Peter Cahill, Submitted By: Coleen Stevens, Administrative
Superior Court Judge Assistant, Superior Court

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

2013 Reappointment of Ronnie O. McDaniel as Justice of the Peace Pro Tempore for Payson and Globe Regional Justice Courts in Gila County.

Background Information

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of Ronnie O. McDaniel for Payson and Globe Regional Justice Courts. Judge McDaniel retired from service as Justice of the Peace for Payson Regional Justice Court and previously served as a Justice of the Peace Pro Tempore for both Globe and Payson Regional Justice Courts following his retirement, until he resigned about a year ago. He is now willing to serve in that capacity again, and Payson Justice of the Peace Dorothy Little requested his reappointment.

Mr. McDaniel's reappointment as Justice of the Peace Pro Tempore for Payson and Globe Regional Justice Courts in Gila County is pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases. It is for a term of nine (9) months (April 1, 2013 through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, pursuant to A.R.S. 22-121, Justice of the Peace Dorothy Little requested Presiding Judge Peter Cahill to reappoint Mr. McDaniel as Justice of the Peace Pro Tempore for Payson Regional Justice Courts. Judge Cahill reappointed Ronnie O. McDaniel as Justice of the Peace Pro Tempore for both Globe and Payson Regional Justice Courts, to serve from time to time as requested and subject to the availability of funds of the Justice Courts. The term is nine (9) months (April 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge. The appointment will allow the justice courts to have qualified judicial officers available to hear cases when the regularly elected justices of the peace are unavailable due to conflicts on cases, congestion of the court calendar, or necessary absences from the office.

Conclusion

The Presiding Judge of the Superior Court in Gila County reappointed Ronnie O. McDaniel as Justice of the Peace Pro Tempore for both Globe and Payson Regional Justice Courts, pursuant to A.R.S. 22-121 for the purpose of enhancing the courts' ability to process cases. Board of Supervisors' approval of this appointment is requested.

Recommendation

Presiding Judge Peter J. Cahill recommends the Gila County Board of Supervisors approve the reappointment of Ronnie O. McDaniel as Justice of the Peace Pro Tempore for Payson and Globe Regional Justice Courts, pursuant to A.R.S. 22-121 for the purpose of enhancing the courts ability to process cases, for the term of nine (9) months (April 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Suggested Motion

Approval of the reappointment of Ronnie O. McDaniel, as Justice of the Peace Pro Tempore for both Payson and Globe Regional Justice Courts, for the term of nine (9) months (April 1, 2013, through December 31, 2013).

Attachments

MEMO TO BOS

ADMIN ORDER - MCDANIEL

BOS Approval Form for McDaniel Admin. Order

Superior Court Of Gila County

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671


GILA COUNTY COURTHOUSE
1400 EAST ASH
GLOBE, ARIZONA 85501
(928) 425-3231

ROBERT DUBER, II
Judge, Division II
Extension 8690

MEMORANDUM

DATE: March 13, 2013

TO: Gila County Board of Supervisors

FROM: Peter J. Cahill, Presiding Judge 

RE: 2013 Reappointment of Ronnie McDaniel as Justice of the Peace Pro Tempore for Payson and/or Globe Regional Justice Courts

I have reappointed Ronnie McDaniel, as Justice of the Peace Pro Tempore, for Payson and Globe Regional Justice Courts (a copy of the Administrative Order is enclosed).

The reappointment is for a period of nine (9) months (April 1, 2013, through December 31, 2013), and I am requesting that the Board approve this appointment pursuant to A.R.S. §22-121. Compensation is subject to availability of funds in the Justice Court budgets. I have enclosed a proposed approval form for Ronnie McDaniel, for the Board to consider.

/cs
Enclosures

FILED

COURT OF THE STATE OF ARIZONA

AT _____ M

IN AND FOR THE COUNTY OF GILA 2013 MAR 18 AM 9:51

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE)
REAPPOINTMENT OF JUSTICE OF)
THE PEACE PRO TEMPORE FOR)
GLOBE REGIONAL JUSTICE)
COURT AND PAYSON REGIONAL)
JUSTICE COURT)

BY VJA DEPUTY

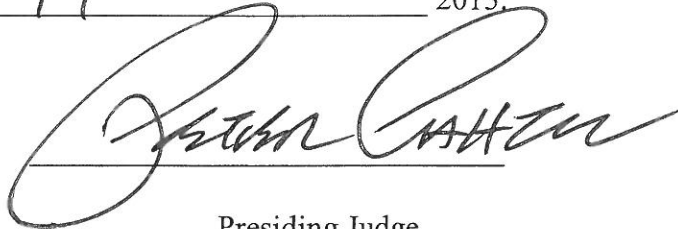
ADMINISTRATIVE ORDER

No. 2013 PJC - 00001

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Ronnie O. McDaniel** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for nine (9) months (April, 2013 through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated MARCH 17 2013.



Presiding Judge

cc: **Hon. Gary Goettelman**
Globe Regional Justice Court
Gila County Courthouse

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Jacque Durbin
LJ Court Administrator
Gila County Courthouse

Ronnie O. McDaniel
P.O. Box 1
Payson, Arizona 85547

Coleen Stevens
Superior Court Administration
Gila County Courthouse

cc:
RDI
GS
Camm Flake

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Ronnie O. McDaniel**, as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of nine (9) months (April 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

ARF-1758

Consent Agenda Item 5- G

Regular BOS Meeting

Meeting

Date: 04/02/2013

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for May 9-11, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 4 days of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-11, 2013.

Attachments

GC Rodeo Committee Special Event Liquor License Application

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee

2. Non-Profit/I.R.S. Tax Exempt Number: 61-1658683

3. The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☒ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Copper Dust Stampede Rodeo 2 Day Rodeo

5. Location of the event: Gila County Fairgrounds Globe Gila 85502
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Brewer Charles Olen September 13, 1947
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 804 Globe Arizona 85502
Street City State Zip

8. Phone Numbers: (928) 425 - 5924 (928) 200 - 1237 (928) 200 - 1237
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>May 9, 2013</u>	<u>Thursday</u>	<u>6PM</u>	<u>10PM</u>
Day 2:	<u>May 10, 2013</u>	<u>Friday</u>	<u>8AM</u>	<u>10PM</u>
Day 3:	<u>May 11, 2013</u>	<u>Saturday</u>	<u>4PM</u>	<u>12PM</u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 14 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Gila County Rodeo Committee 100%
Percentage

Address P.O. Box 804 Globe, Arizona

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☒ Fencing
2 # Security personnel ☒ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

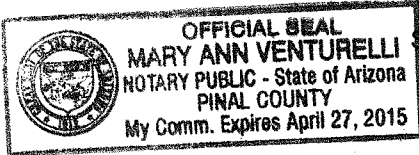
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Charles O. Brewer declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O. Brewer President March 1, 2013 (928) 200-1237
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Gila

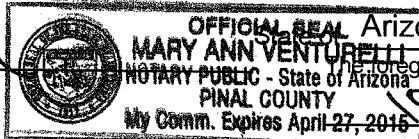
The foregoing instrument was acknowledged before me this
18th March 2013
Day Month Year

My Commission expires on: April 27, 2015 (Date)
Mary Ann Venturelli (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Charles O. Brewer declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O. Brewer (Signature) Arizona County of Gila
The foregoing instrument was acknowledged before me this



18th March 2013
Day Month Year

My commission expires on: April 27, 2015 (Date)
Mary Ann Venturelli (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

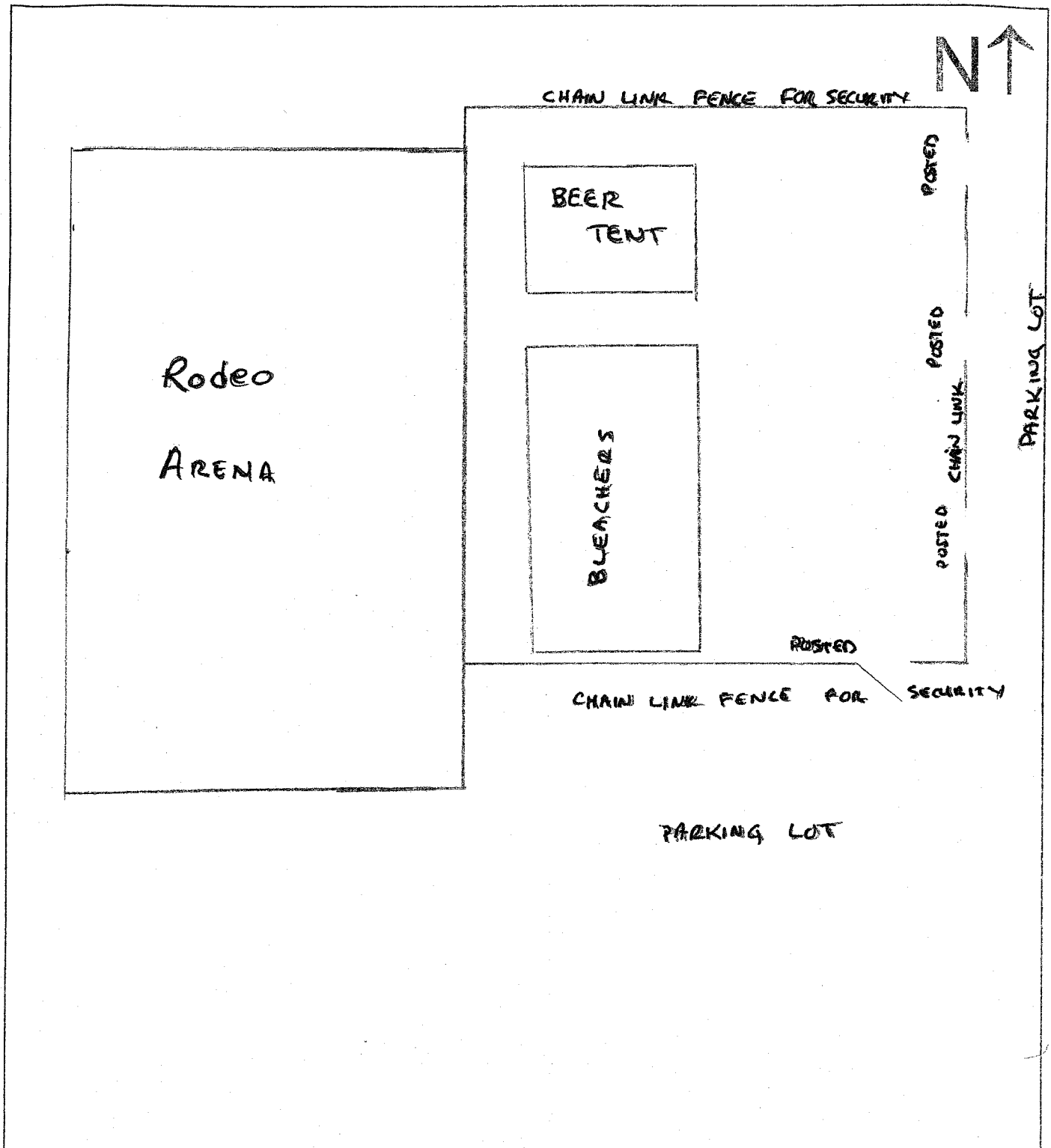
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-1762

Consent Agenda Item

5- H

Regular BOS Meeting

Meeting

Date: 04/02/2013

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License Application for April 20, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been filled out correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Lion's Club of Globe, Arizona, will have used 2 days of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application to allow the Lion's Club to serve liquor at the annual National Rifle Association's Dinner/Fund Raising Event.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the annual National Rifle Association's Dinner/Fund Raising Event on April 20, 2013.

Attachments

Lion's Club Special Event Liq Lic App

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

**Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)

DLIC USE ONLY

LICENSE #

1. Name of Organization: Lion's Club of Globe Az. Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)(4) 86-6052543
3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
- ☐ Religious

4. What is the purpose of this event? M R A Dinner
5. Location of the event: Gila County Fairgrounds, Globe, Gila 85501
- Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hefel David A 3/29/52
- Last First Middle Date of Birth
7. Applicant's Mailing Address: 808 S. Sandlin Globe AZ. 85501
- Street City State Zip
8. Phone Numbers: (928) 425-5924 (928) 812-0041 (928) 402-1807
- Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from <u>A.M.</u> / <u>P.M.</u>	To <u>A.M.</u> / <u>P.M.</u>
Day 1:	<u>4/20/2013</u>	<u>Saturday</u>	<u>3:00</u>	<u>11:00</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Globe Lion's Club 100%
Percentage

Address _____

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

4 # Police ☐ Fencing
4 # Security personnel ☐ Barriers

Inside Building (Exhibit Bldg.)

16. Is there an existing liquor license at the location where the special event is being held?

☐ YES ☒ NO

If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☒ NO

(ATTACH COPY OF AGREEMENT)

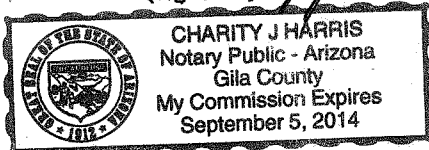
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRMAN OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, David Alan Heffel, declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor
License.

X David Heffel President 3/6/13 928-812-0041
(Signature) (Title/Position) (Date) (Phone #)



State of AZ County of Gila
The foregoing instrument was acknowledged before me this

10 day of March 2013
Day of Month Month Year

My Commission expires on: Sept 5 2014

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

I, David Alan Heffel declare that I am the APPLICANT filing this application as is
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and
complete.

X David Heffel
(Signature)

State of AZ County of Gila
The foregoing instrument was acknowledged before me this

10 day of March 2013
Day of Month Month Year

My Commission expires on: Sept 5 2014
(Date)

(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, hereby recommend this special event application
(Government Official) (Title)
behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee)

(Date)

APPROVED ☐ DISAPPROVED

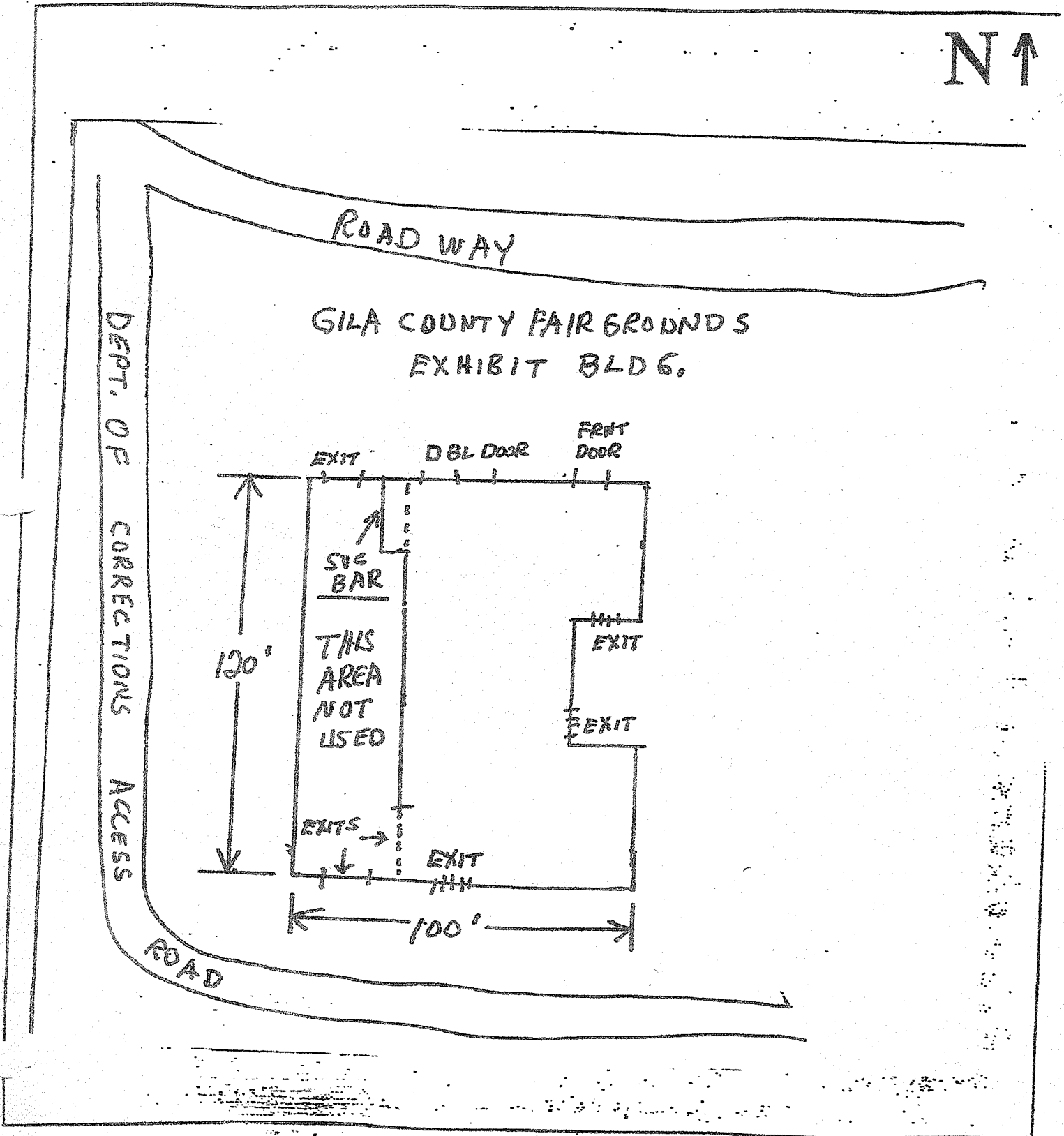
BY: _____

(Title)

(Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-1728

5- I

Regular BOS Meeting

Meeting Date: 04/02/2013

Reporting Period: Payson Regional Constable's Office Monthly Report for February 2013

Submitted For: Colt White

Submitted By: Michelle
Keegan,
Administrative
Clerk Senior,
Constable -
Payson

Information

Subject

Payson Regional Constable's Office Monthly Report for February 2013

Suggested Motion

Acknowledgment of the February 2013 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for February 2013

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

February 2013 MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

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LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

March 4, 2013

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **February, 2013**, the Payson Regional Constable's Office:

- ♦ Received a total of **101** papers for service
- ♦ Drove a total of **2,128** miles
- ♦ Collected a total of **\$1,309.20** as follows:

• Check Total	\$635.20
• Cash Total	<u>\$674.00</u>
• Total Deposited	\$1,309.20
• Less Writ Fee (2 @ \$5.00/each) Collected (Check #2315/Treasurer's Receipt #98358)	<u>(\$ 10.00)</u>
• Paid to General Fund (Check #2316/Treasurer's Receipt #98359)	\$1,299.20
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$2,174.20</u>

Respectfully submitted,


3270

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2012-2013

2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	136	1,765	\$1,721.60	\$875.00	\$2,596.60
AUGUST	124	2,046	\$1,634.65	\$875.00	\$2,509.65
SEPTEMBER	161	1,984	\$1,735.30	\$875.00	\$2,610.30
OCTOBER	164	1,629	\$1,316.00	\$875.00	\$2,191.00
NOVEMBER	110	1,867	\$2,046.40	\$875.00	\$2,921.40
DECEMBER	112	1,985	\$1,218.60	\$875.00	\$2,093.60
JANUARY	152	1,821	\$1,220.20	\$875.00	\$2,095.20
FEBRUARY	101	2,128	\$1,309.20	\$875.00	\$2,184.20
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,060	15,225	\$12,201.95	\$7,000.00	\$19,201.95

CHECK AND CASH RECEIVED FOR MONTH				JANUARY	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
2/1/2013	485029	\$40.00	2013CV77-OV	Kayla Harrop	Larry Smith
2/1/2013	485030/9015318 178	\$40.00	2013CV72	Sandra Preston	DeJo Goodman
2/4/2013	485031/7457	\$40.00	2012CV5093	Cambria Ocotillo Homeowners Association, an Arizona non-profit corporation (Get Smart Process Service)	Joel L Hendricks, an unmarried man John & Jane Does 1-10; ABC Bonding Co; XYZ Corp, & Green & Black prtnrshp, or LLC
2/4/2013	485032/7457	\$40.00	2013CV051153	Steve Wille and Deanna Wille, husband and wife (Get Smart Process Service)	New West Residential, an Arizona limited liability company, c/o Kim Westberg, Statutory Agent
2/4/2013	485033	\$56.00	DO20130040	Casey Clifton	Debra Diane Hopson
2/4/2013	485034/15321	\$74.00	DO201300037	Travis A Stemm (Thompson, Montgomery & DeRose)	Michelle A Stemm
2/5/2013	485035	\$40.00	2013CV81-SC	Charles Cleary	Vonda Sue Powell
2/5/2013	485036/10534	\$40.00	2013CV35-OV	LVNV Funding LLC (JLL Process Corp)	Joseph R Johnson, John/Jane Doe Johnson (if married)
2/7/2013	485037	VOID	VOID	VOID	VOID
2/7/2013	485038	\$46.00	2013CV85-FD	Jeff Archambo	Nicole Reid, Justin Boyle
2/7/2013	485039	\$40.00	2013CV86-OV	Sandi Silvey	Gerri Bosworth
2/11/2013	485040	\$40.00	2013CV000091	Loren Smith	Larry Smith
2/12/2013	485041/5078	\$46.00	2013CV93FD	Ponderosa Glen MHP (R&H Boulder & Granite, LLC)	Denisy Johnson
2/12/2013	485042/10954	\$40.00	2013CV48-UN	LVNV Funding LLC (JLL Process Corp)	Linda Goodwin; John/Jane Doe Goodwin (if married)
2/12/2013	485043/7500	\$91.20	CV2012-4076	Pecan Creek South Homeowners Association, Inc, an AZ non-profit Corp (Get Smart Process Svc)	Clayton D Alford & Maegan L Alford, husband & wife, community property with right of
2/12/2013	485044	\$69.00	2011CV600-OV	Nona Diller	Elizabeth Powell
2/12/2013	485045	\$74.00	DO201300004	Teresa Jo Arnstein	William Michael Arnstein
2/13/2013	485046	\$40.00	2013CV000092	Courtney Gearhart	Miguel Samarripas
2/14/2013	485047	\$104.00	2013CV102-FD	Irene Marsh	Rebecca Christianson
2/15/2013	485048	\$48.00	2013CV103FD	Jo Chavez	Mark Contreras
2/19/2013	485049/001662	\$96.00	2012CV842-OV	Wakefield & Associates, Inc (Thompson Process Svc)	Geraldine Nichols
2/25/2013	485050	\$48.00	2013CV112-FD	Alley Cat Enterprises LLC c/o Theres Bishop	Billy Leonard
2/25/2013	485051/11772	\$40.00	2013CV95	Wakefield and Associates, Inc (JLL Process Corp)	Jacqueline M Messick

2/25/2013	485052/2056	\$40.00	CV19, 340	Kenneth A Watts and Saundra M Watts (Dolan Law LLC)	Juanita K Moore Richard E Moore Unknown John Does 1- 10, Unknown John Doe Companies 1-10
2/27/2013	485053/5095	\$48.00	2013CV93FD	Ponderosa Glen MHP (R&H Boulder & Granite, LLC)	Denisy Johnson
2/28/2013	485054	\$29.00	2013CV93FD	Ponderosa Glen MHP (R&H Boulder & Granite, LLC)	Denisy Johnson
	Total deposit for February 2013	\$1,309.20			
	Writ Fees Collected for February 2013 3/4/2013 ck#2315	\$10.00			
	Adjusted Service Fees Collected for February 2013 3/4/2013 ck#2316	\$1,299.20			

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



Date: 3/4/2013

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

2/1/2013 TO 2/28/2013

Number of Cases	Description
2	Injunction Against Harassment (Fee)
1	Notice & Summons (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
9	Summons & Complaint (Fee)
4	Summons & Complaint Contract (Fee)
1	Summons & Complaint for Dissolution of Marriage (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition To Establish Child Custody and Parenting Time (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
1	Amended Order of Protection
1	Notice Of Hearing Prior To Injunction Against Harassment
1	Notice of Violation-Request For Voluntary Compliance
20	Notice To Appear; Petition
6	Order Of Protection

Date: 3/4/2013

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**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

2/1/2013 TO 2/28/2013

Number of Cases	Description
39	Subpoena
1	Summons
6	Summons & Complaint
<hr/>	
Total Number of Fee Services	26
Total Number of Non Fee Services	75
Total Number of Services	101

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED for TREASURER

2/1/2013 TO 2/28/2013

Date: 3/4/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/1/2013	2/1/2013	2013CV72	Sandra Preston	DeJo Goodman	DeJo Goodman	\$40.00	485030/90153 18178	Payson Justice Court	0
		Summons & Complaint	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541	201 S Beeline Hwy Payson, AZ 85541	\$40.00			1
2/1/2013	2/4/2013	2013CV77-OV	Kayla Harrop	Larry Smith	Larry Smith	\$40.00	485029	Payson Justice Court	0
		Summons & Complaint	Larry Smith	8158 W. Barranca Payson, AZ 85541	8158 W. Barranca Payson, AZ 85541	\$40.00			1
2/4/2013	2/6/2013	2012CV5093	Cambria Ocotillo Homeowners Association, an Arizona non-profit corporation	Joei L Hendricks	Joei L Hendricks	\$40.00	485031/7457	Pinal County-Apache Junction Justice Court	0
		Summons & Complaint Contract	Joei L Hendricks, an unmarried man john & Jane Does 1-10; ABC Bonding Co; XYZ Corp, & Green & Black prtnrshp, or LLC	16 N Star Valley Drive sp 76 Payson, AZ 85541	76 Live Oak Lane Star Valley, AZ 85541	\$40.00			1
2/4/2013	2/20/2013	2013CV051153	Steve Wille and Deanna Wille, husband and wife	New West Residential, an Arizona limited liability company, c/o Kim Westberg, Statutory Agent	Unserved	\$40.00	485032/7457	Superior Court of Maricopa County	0
		Summons & Complaint	New West Residential, an Arizona limited liability company, c/o Kim Westberg, Statutory Agent	HC 4 Highline Drive #3-X Payson, AZ 85541		\$40.00			7
2/4/2013	2/11/2013	DO20130040	Casey Clifton	Debra Diane Hopson	Debra Diane Hopson	\$56.00	485033	Superior Court Gila County	0
		Summons & Petition To Establish Child Custody and Parenting Time	Debra Diane Hopson	110 W Airport Road #9 Payson, AZ 85541	110 W Airport Road #9 Payson, AZ 85541	\$56.00			4
2/4/2013	2/4/2013	DO201300037	Travis A Stemm	Michelle A Stemm	Michelle A Stemm	\$74.00	485034/15321	Superior Court Gila County	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Michelle A Stemm	500 E Rancho Road Payson, AZ 85541	500 E Rancho Road Payson, AZ 85541	\$74.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

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Date: 3/4/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/4/2013	2/6/2013	2013CV80OV	Larry Smith	Kayla Harrop	Kayla Harrop	\$40.00		Payson Justice Court	0
		Summons & Complaint	Kayla Harrop	1502 N Bradley Circle Payson, AZ 85541	1502 N Bradley Circle Payson, AZ 85541	\$0.00			1
2/5/2013	2/22/2013	2013CV81-SC	Charles G Cleary	Vonda Sue Powell	Unserved	\$40.00	485035	Payson Justice Court	0
		Notice & Summons	Vonda Sue Powell	72 Milky Way Star Valley, AZ 85547		\$40.00			9
2/5/2013	2/7/2013	2013CV35-OV	LVNV Funding, LLC	Joseph R. Johnson	Joseph R. Johnson	\$40.00	485036/10534	Payson Justice Court	0
		Summons & Complaint	Joseph R. Johnson	509 W. Summit Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			2
2/7/2013	2/8/2013	2013CV85FD	Jeff Archambo	Nicole Reid, Justin Boyle	Justin Boyle	\$46.00	485038	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Nicole Reid, Justin Boyle	505 W Jones Drive Payson, AZ 85541	505 W Jones Drive Payson, AZ 85541	\$46.00			1
2/7/2013	2/8/2013	2013CV86-OV	Sandi Silvey	Gerri Bosworth	Gerri Bosworth	\$40.00	485039	Payson Justice Court	0
		Summons & Complaint	Gerri Bosworth	610 W Main Street Payson, AZ 85541	610 W Main Street Payson, AZ 85541	\$40.00			2
2/11/2013	2/11/2013	2013CV000091	Loren Smith	Larry Lee Smith, Jr.	Larry Lee Smith, Jr.	\$40.00	485040	Payson Regional Justice Court	0
		Injunction Against Harassment	Larry Lee Smith, Jr.	8158 Barranca Road Mesa Del Payson, AZ 85541	714 S SR 87 Payson, AZ 85541	\$40.00			1
2/12/2013	2/13/2013	2013CV48-UN	LVNV Funding, LLC	Linda Goodwin John/Jane Doe Goodwin (if married)	Jesse Felix Goodwin	\$40.00	485042/10954	Payson Justice Court	0
		Summons & Complaint Contract	Linda Goodwin John/Jane Doe Goodwin (if married)	29 N Milky Way spc A Payson, AZ 85541	29 N Milky Way spc A Payson, AZ 85541	\$40.00			1
2/12/2013	2/19/2013	CV2012-4076	Pecan Creek South Homeowners Association, Inc., an AZ non-profit Corp	Clayton D Alford	Clayton D Alford	\$67.20	485043/7500	Apache Junction Justice Court Pinal County Precinct 7	0
		Summons & Complaint Contract	Clayton D & Maegan L Alford, husband & wife; John & Jane Does 1-10; ABC Bonding Co; XYZ Corp & Green & Black Partnrshp or LLC	663 HC 1 Strawberry, AZ 85544	9829 Fossil Creek Road Strawberry, AZ 85544	\$67.20			6
2/12/2013	2/19/2013	CV2012-4076	Pecan Creek South Homeowners Association, Inc., an AZ non-profit Corp	Maegan L Alford	Clayton D Alford	\$24.00	485043/7500	Apache Junction Justice Court Pinal County Precinct 7	0
		Summons & Complaint Contract	Clayton D & Maegan L Alford, husband & wife; John & Jane Does 1-10; ABC Bonding Co; XYZ Corp & Green & Black Partnrshp or LLC	663 HC 1 Strawberry, AZ 85544	9829 Fossil Creek Road Strawberry, AZ 85544	\$24.00			6

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

2/1/2013 TO 2/28/2013

Date: 3/4/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/12/2013	2/13/2013	2013CV93FD	Ponderosa Glen MHP, Roy Haught	Denisya Johnson	Posted on West Door	\$46.00	485041/5078	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Denisya Johnson	190 Cornerstone Way #50 Star Valley, AZ 85541	190 Cornerstone Way #50 Star Valley, AZ 85541	\$46.00			1
2/12/2013	2/13/2013	2011CV600-OV	Nona Diller	JB's Smokehouse, Jeffery Barry, Owner	JB's Smokehouse, Jeffery Barry, Owner	\$69.00	485044	Payson Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Elizabeth Powell	3963 E Hwy 260 Star Valley, AZ 85541	200 Round Valley Payson, AZ 85541	\$69.00			1
2/12/2013	2/13/2013	DO201300004	Teresa Jo Arnstein	William Michael Arnstein	William Michael Arnstein	\$74.00	485045	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	William Michael Arnstein	227 E. Paul Drive East Verde Park Payson, AZ 85541	227 E. Paul Drive East Verde Park Payson, AZ 85541	\$74.00			1
2/13/2013	2/14/2013	2013CV000092	Courtney Clair Gearhart	Miguel Samarripas	Miguel Samarripas	\$40.00	485046	Payson Regional Justice Court	0
		Injunction Against Harassment	Miguel Samarripas	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$40.00			1
2/14/2013	2/15/2013	2013CV102-FD	Irene Marsh	Rebecca Maria Christenson	Posted-front door	\$104.00	485047	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Rebecca Maria Christenson	142 Cozy Court Tonto Basin, AZ 85553	142 Cozy Court Tonto Basin, AZ 85553	\$104.00			1
2/15/2013	2/15/2013	2013CV103FD	Jo Chavez	Mark Contreras	Posted	\$48.00	485048	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Mark Contreras	300 W Frontier #26 Payson, AZ 85541	300 W Frontier #26 Payson, AZ 85541	\$48.00			1
2/19/2013	2/20/2013	2012CV842-OV	Wakefield and Associates, Inc	Geraldine Nichols	Geraldine Nichols	\$96.00	485049	Payson Regional Justice Court	0
		Summons & Complaint	Geraldine Nichols	44393 N. Highway 188 Tonto Basin, AZ 85553	44393 N. Highway 188 Tonto Basin, AZ 85553	\$96.00			1
2/25/2013	3/1/2013	2013CV95	Wakefield and Associates, Inc	Jacqueline M Messick and Jane/John Doe Messick (if married)	Jacqueline M Messick	\$40.00	485051/11772	Payson Regional Justice Court	0
		Summons & Complaint	Jacqueline M Messick	120 S Tonto Street Apt 12 Payson, AZ 85541	120 S Tonto Street Apt 12 Payson, AZ 85541	\$40.00			7
2/25/2013	2/26/2013	2013CV112-FD	Alley Cat Enterprises LLC, c/o Theresa Bishop, Owner	Billy Leonard	Billy Leonard	\$48.00	485050	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Billy Leonard	308 S Bentley Street Payson, AZ 85541	308 S Bentley Street Payson, AZ 85541	\$48.00			1
2/25/2013	2/28/2013	CV19,340	Kenneth A Watts and Sandra M Watts	Richard E Moore	Unserved	\$40.00	485052/2056	Nevada Sixth Judicial District Court	0
		Summons & Complaint	Juanita K Moore Richard E Moore Unknown John Does 1-10, Unknown John Doe Companies 1-10	PO Box 2833 Payson, AZ 85547-2833		\$40.00			3
2/27/2013	2/27/2013	2013CV93FD	Ponderosa Glen MHP, Roy Haught	Denisya Johnson	Denisya Johnson	\$77.00	485053/5095	Payson Regional Justice Court	0
		Writ Of Restitution	Denisya Johnson	190 Cornerstone Way #50 Star Valley, AZ 85541	190 Cornerstone Way #50 Star Valley, AZ 85541	\$77.00			3

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED

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Date: 3/4/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/1/2013	2/1/2013	2012CR460	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christopher Lynn Post	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/1/2013	2/1/2013	2012CR460	State of Arizona	Maureen Kirk	Unservd	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christopher Lynn Post	2425 E Enrose Street Payson, AZ 85541		\$0.00			1
2/1/2013	2/1/2013	2012CR460	State of Arizona	John Nelson	John Nelson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christopher Lynn Post	95 S Hillside Drive Star Valley, AZ 85541	95 S Hillside Drive Star Valley, AZ 85541	\$0.00			2
2/1/2013	2/1/2013	2012CR460	State of Arizona	Joy Richards	Joy Richards	\$0.00		Payson Regional Justice Court	0
		Subpoena	Christopher Lynn Post	370 S Granite Ridge Road Star Valley, AZ 85541	424 S Beeline Hwy Payson, AZ 85541	\$0.00			1
2/1/2013	2/1/2013	2012TR12240	State of Arizona	PPD, Officer McDonough	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/1/2013	2/1/2013	2012TR12240	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/1/2013	2/1/2013	2012TR12240	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/1/2013	2/6/2013	2012TR12240	State of Arizona	Benjamin Lee West	Benjamin Lee West	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	809 E. Oxbow Circle Payson, AZ 85541-5793	1212 William Tell Payson, AZ 85541	\$0.00			4
2/1/2013	2/1/2013	2012TR12240	State of Arizona	Jacob Andrew Boswell	Jacob Andrew Boswell	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	307 S Bassett Lane Payson, AZ 85541	307 S Bassett Lane Payson, AZ 85541	\$0.00			2

ITEMIZED SERVICES by DATE RECEIVED

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Date: 3/4/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/1/2013	2/11/2013	2012TR12240	State of Arizona	Amber Christina Holland	Amber Christina Holland	\$0.00		Payson Magistrate Court	0
		Subpoena	Anthony Michael Stevens	102 South Overland Court Payson, AZ 85541	309 E Phoenix Street Payson, AZ 85541	\$0.00			9
2/1/2013	2/1/2013	2013CV000075	Kayla Harrop	Larry Smith	Larry Smith	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Larry Smith	8158 W. Barranca Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	\$0.00			1
2/4/2013	2/8/2013	2013CR000038	State of Arizona	Stacy Bahr	Stacy Bahr	\$0.00		Payson Justice Court	0
		Summons & Complaint	Stacy Bahr	1200 N Matterhorn Payson, AZ 85541	216 W Main Street Payson, AZ 85541	\$0.00			4
2/5/2013	2/11/2013	2013CR000039	State of Arizona	Claire Bovet	Claire Bovet	\$0.00		Payson Justice Court	0
		Summons & Complaint	Claire Bovet	164 Becca Lane Tonto Basin, AZ 85553	164 Becca Lane Tonto Basin, AZ 85553	\$0.00			3
2/6/2013	2/8/2013	2013TR000169	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Jeremy Rich-Shea	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/6/2013	2/8/2013	2012TR003077	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Roman Galas	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
2/6/2013	2/8/2013	2013TR012024	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Roland Sanchez	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/6/2013	2/8/2013	2013TR000274	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Christine Angela Marr	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/6/2013	2/8/2013	304-08-026	Town of Payson-Community Development Dept., Sean Tanner	Beverly Garcia	Beverly Garcia	\$0.00		N/A	0
		Notice of Violation-Request For Voluntary Compliance	Beverly Garcia	416 West Frontier Street Payson, AZ 85541	416 West Frontier Street Payson, AZ 85541	\$0.00			1
2/6/2013	2/15/2013	2013CR000044	State of Arizona	Mathew McRae	Unserved	\$0.00		Payson Justice Court	0
		Summons & Complaint	Mathew McRae	9829 Fossil Creek Rd Strawberry, AZ 85544		\$0.00			4
2/6/2013	2/8/2013	2012TR002706	State of Arizona	AZ DPS, Officer D. Voelker	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Tait Elkie	DPS Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
2/7/2013	2/7/2013	2013CV000055	Joanne Selvey	Mason Selvey	Mason Selvey	\$0.00		Payson Regional Justice Court	0
		Amended Order of Protection	Mason Selvey	1100 South Street Globe, AZ 85502	1100 South Street Globe, AZ 85502	\$0.00			1
2/8/2013	2/11/2013	2013TR015001	State of Arizona	GCSO, Deputy D Engler	GCSO Clipboard	\$0.00		Star Valley Magistrate Court	0
		Subpoena	Ellan Hamilton	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/11/2013	2/11/2013	2013CV000090	Marie Amber Chlarson	Bill (Billy) Browning	Bill (Billy) Browning	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Bill (Billy) Browning	3760 E Highway 260 #6 Star Valley, AZ 85541	3760 E Highway 260 #6 Star Valley, AZ 85541	\$0.00			1
2/13/2013	2/15/2013	2013CR00062	State of Arizona	Tommy Holdren, Jr.	Unserved	\$0.00		Superior Court Gila County	0
		Summons	Tommy Holdren, Jr.	801 W. Longhorn Road, #4 Payson, AZ 85541		\$0.00			1
2/15/2013	2/20/2013	2013TR012073	State of Arizona	Paul Roosen	Paul Roosen	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Paul Roosen	3933 E Highway 260 #33 Star Valley, AZ 85541	3933 E Highway 260 #33 Star Valley, AZ 85541	\$0.00			2
2/15/2013	2/15/2013	2013TR012074	State of Arizona	Darlene Garvin	Darlene Garvin	\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Darlene Garvin	16317 N Highway 87 Rye, AZ 85541	705 E Miller #33 Payson, AZ 85541	\$0.00			2
2/15/2013	2/15/2013	2013CR012024	State of Arizona	Shawn Elliott Bahe	Shawn Elliott Bahe	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Shawn Elliott Bahe	306 E. Wade Lane Payson, AZ 85541	100 E Bonita Payson, AZ 85541	\$0.00			1
2/15/2013	2/15/2013	2013TR000212	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	\$0.00		Payson Justice Court	0
		Subpoena	Jacie Arredondo	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	\$0.00			1
2/15/2013	2/19/2013	2013TR012025	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Leonard Davinci	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/15/2013	2/19/2013	JV2011-016 Petition 2012-1	State of Arizona	Maria Munoz	Sujoy Munoz	\$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	minor	405 W Black Forest Lane Payson, AZ 85541	405 W Black Forest Lane Payson, AZ 85541	\$0.00			1
2/15/2013	2/15/2013	2013CV000105	Bill (Billy) Browning	Marie Amber Chlarson	Marie Amber Chlarson	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Marie Amber Chlarson	3760 E Highway 260 #7 Star Valley , AZ 85541	121 S Tonto #31 Payson, AZ 85541	\$0.00			1
2/19/2013	2/19/2013	2013CV000106	Marty D Miller	Jenifer Miller	Jenifer Miller	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jenifer Miller	400 E Cherry Street Payson, AZ 85541	400 E Cherry Street Payson, AZ 85541	\$0.00			2
2/19/2013	2/22/2013	CR2012-167	State of Arizona	Paul Sexton	Paul Sexton	\$0.00		Superior Court Gila County	0
		Subpoena	Norman Ashby	817 S Beeline Highway Payson, AZ 85541	9236 W. Stage Line Payson, AZ 85541	\$0.00			1
2/19/2013	2/20/2013	CR2012-167	State of Arizona	Allic Bales	Allic Bales	\$0.00		Superior Court Gila County	0
		Subpoena	Norman Ashby	2004 N Rogers Circle Payson, AZ 85541	2004 N Rogers Circle Payson, AZ 85541	\$0.00			2
2/20/2013	2/22/2013	JV2013-027	State of Arizona	Jesse Blaauw	Jesse Blaauw	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	Jesse Blaauw	3217 Patterson Pine, AZ 85544	3868 N Pine Creek Drive Pine, AZ 85544	\$0.00			1
2/20/2013	2/22/2013	JV2013-027	State of Arizona	Jacob Blaauw	Andrea Shirley	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	Jesse Blaauw	3217 Patterson Pine, AZ 85544	3217 Patterson Pine, AZ 85544	\$0.00			2

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/20/2013	2/20/2013	JV2013-021	State of Arizona	Destiny Bindgen	Destiny Bindgen	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	Austin M Bindgen	401 W Frontier #G Payson, AZ 85541	401 W Frontier #G Payson, AZ 85541	\$0.00			1
2/20/2013	2/20/2013	2013TR000280	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Justice Court	0
		Subpoena	Sheri Loyd	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2012CR12271	State of Arizona	Payson Police Department, Ofc. M. Hansen	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Allen Reid	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2012CR12271	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Allen Reid	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2012CR12271	State of Arizona	Bryant David Hendley, II	Bryant David Hendley, II	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Allen Reid	806 West Frontier Street Payson, AZ 85541	101 S Beeline Hwy Payson, AZ 85541	\$0.00			1
2/22/2013	2/25/2013	2012CR12271	State of Arizona	Carrie Ann Ingram	Carrie Ann Ingram	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Allen Reid	507 West Arabian Way Payson, AZ 85541	507 West Arabian Way Payson, AZ 85541	\$0.00			2
2/22/2013	2/25/2013	2012CR12271	State of Arizona	Ryan Calvin Cheatham	Ryan Calvin Cheatham	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Allen Reid	218 N Stage Coach Pass Payson, AZ 85541	218 N Stage Coach Pass Payson, AZ 85541	\$0.00			2
2/22/2013	2/22/2013	2012CR12311	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Phillip Daniel Moseley	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2013	2/26/2013	2012CR12311	State of Arizona	Armando Leigh Bahe	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Phillip Daniel Moseley	1014 South Cedarcrest Circle Payson, AZ 85541		\$0.00			3
2/22/2013	2/22/2013	2012CR12311	State of Arizona	April Mae Campbell	April Mae Campbell	\$0.00		Payson Magistrate Court	0
		Subpoena	Phillip Daniel Moseley	202 W Wade Lane Payson, AZ 85541	202 W Wade Lane Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2012CR12311	State of Arizona	Cary Monroe Lynn	Cary Monroe Lynn	\$0.00		Payson Magistrate Court	0
		Subpoena	Phillip Daniel Moseley	202 W. Wade Payson, AZ 85541	511 S Colcord #B Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2012CR12411	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	\$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/22/2013	2/27/2013	2012CR12411	State of Arizona	Robert Scott Elston	Unserved	\$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	1604 North Hoover Drive Payson, AZ 85541		\$0.00			4

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/22/2013	3/1/2013	2012CR12411	State of Arizona	George Franklin Reichling	George Franklin Reichling	\$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	502 East Airline Blvd Payson, AZ 85541	502 East Airline Blvd Payson, AZ 85541	\$0.00			3
2/22/2013	3/1/2013	2012CR12411	State of Arizona	Marty Caulkins	Marty Caulkins	\$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	1505 North Hoover Drive Payson, AZ 85541	1602 North Hoover Dr Payson, AZ 85541	\$0.00			9
2/22/2013	2/22/2013	2012CR12411	State of Arizona	Wayne Hamilton Slocum	Wayne Hamilton Slocum	\$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	1607 North Hoover Drive Payson, AZ 85541	1607 North Hoover Drive Payson, AZ 85541	\$0.00			1
2/22/2013	2/22/2013	2013CV000109	Sarah Ann Hulpke	Bruce Johnson	Bruce Johnson	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Bruce Johnson	301 N McLane Unit H Payson, AZ 85541	301 N McLane Unit H Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	2010CR547	State of Arizona	Payson Police Department, Sgt. Jason Hazelo	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	2010CR547	State of Arizona	Payson Police Department, Detective M. Varga	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	2010CR547	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	2010CR547	State of Arizona	Jessica Faye Tappan	Jessica Faye Tappan	\$0.00		Payson Regional Justice Court	0
		Subpoena	Scott Keith Moulton	303 S. Ash, #9 Payson, AZ 85541	303 S. Ash, #9 Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	JV2013-031	State of Arizona	Thomas (Tom) Belcher	Unserved	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	181 W Midway Payson, AZ 85541		\$0.00			2
2/25/2013	2/26/2013	JV2013-033	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	212 W. Cedar Mill Court Star Valley, AZ 85541	4397 E Hwy 260 Star Valley, AZ 85541	\$0.00			3
2/25/2013	2/26/2013	JV2013-033	State of Arizona	Heath Wacker	Heath Wacker	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	212 W. Cedar Mill Court Payson, AZ 85541	4397 E Hwy 260 Payson, AZ 85541	\$0.00			3
2/25/2013	2/25/2013	JV2013-030	State of Arizona	Marla Haskins	Marla Haskins	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1103 W Crestview Payson, AZ 85541	1103 W Crestview Payson, AZ 85541	\$0.00			1
2/25/2013	2/25/2013	JV2013-032	State of Arizona	Thomas (Tom) Belcher	Unserved	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	181 W Midway Payson, AZ 85541		\$0.00			2
2/25/2013	2/27/2013	JV2013-034	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	408 E Eidlewies Circle Payson, AZ 85541	408 E Eidlewies Circle Payson, AZ 85541	\$0.00			2

ITEMIZED SERVICES by DATE RECEIVED

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
2/25/2013	2/26/2013	JV2013-035	State of Arizona	Melissa Garcia	Melissa Garcia	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	408 E Widlewiess Circle Payson, AZ 85541	408 E Widlewiess Circle Payson, AZ 85541	\$0.00			1
2/25/2013	2/27/2013	JV2013-035	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	804 E Frontier Street Payson, AZ 85541	804 E Frontier Street Payson, AZ 85541	\$0.00			4
2/25/2013	2/27/2013	JV2013-035	State of Arizona	Vicki Cridebring	Vicki Cridebring	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	804 E Frontier Street Payson, AZ 85541	804 E Frontier Street Payson, AZ 85541	\$0.00			4
2/25/2013	2/26/2013	JV2013-039	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	117 W. Cedar Lane Payson, AZ 85541	714 S Beeline Hwy Payson, AZ 85541	\$0.00			3
2/25/2013	2/27/2013	JV2013-039	State of Arizona	Amanda Baroncini	Amanda Baroncini	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	117 W. Cedar Lane Payson, AZ 85541	117 W. Cedar Lane Payson, AZ 85541	\$0.00			3
2/25/2013	2/26/2013	JV2013-036	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	102 S Overland Court Payson, AZ 85541	102 S Overland Court Payson, AZ 85541	\$0.00			2
2/25/2013	2/26/2013	JV2013-036	State of Arizona	Annie Holland	Annie Holland	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	102 S Overland Court Payson, AZ 85541	102 S Overland Court Payson, AZ 85541	\$0.00			2
2/25/2013	2/26/2013	JV2013-037	State of Arizona	Kelly Eclarin	Kelly Eclarin	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1210 N Easy Street Payson, AZ 85541	1210 N Easy Street Payson, AZ 85541	\$0.00			1
2/25/2013	2/26/2013	JV2013-038	State of Arizona	minor	minor	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	807 S Ponderosa Payson, AZ 85541	\$0.00			1
2/25/2013	2/26/2013	JV2013-038	State of Arizona	Christy Barrowdale, mother	Christy Barrowdale, mother	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	807 S Ponderosa Payson, AZ 85541	\$0.00			1
2/26/2013	2/26/2013	2013CV000113	Bruce Johnson	Sarah Ann Hulpke	Sarah Ann Hulpke	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Sarah Ann Hulpke	8190-B Mescalero Payson, AZ 85541	8190-B Mescalero Payson, AZ 85541	\$0.00			1
2/26/2013	2/27/2013	2013CV000116	Michael Freeman	Aaron K. McCown	Aaron K. McCown	\$0.00		Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Aaron K. McCown	401 W Frontier Street Payson, AZ 85541	401 W Frontier Street Payson, AZ 85541	\$0.00			2

MILEAGE FOR THE MONTH February 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
2/1	39		54	
2/4	40		146	
2/5	38			
2/6	39		35	
2/7	37			
2/8	42		162	
2/11	30		130	
2/12	42			
2/13	33		96	
2/14	39		171	
2/15	75		143	
2/18				
2/19	32		86	
2/20	45		99	
2/21	170			
2/22	31		79	
2/25	61			
2/26	33			
2/27	46			
2/28	55			
DAYS	927		1201	

**Total Miles Driven By
The Constable's Office**

2128

February 2013

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 3/4/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics standards + Treasurers Board - Writ Fee Collected

Account Code	Revenue Description	Amount	
T9162061	CESTB - Writ Fee collected February 2013	10	00
	2 @ 5 ⁰⁰		
	CK #		
		10	00

Authorized Signature  7270

Title

PRCO #324

SUMMARY OF DEPOSIT

Currency

Coins

Checks

Total

TREASURER By _____ Date _____

TREASURER

98358

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2315

91-527/1221 6128
0703680454

DATE 3/4/13

PAY TO THE ORDER OF Gila County Treasurer

\$ 10⁰⁰

Ten + 00/100'S

DOLLARS



WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ Fees - Feb

 7270

⑈0000002315⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 3/4/13


GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fee collected - February 2013

Account Code	Revenue Description	Amount
1005-324-3405.80	Service Fees Collected	1299 20
X1005-01-32400-4614	2/1/13 thru 2/28/13	
		1299 20

Authorized Signature  3270 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98359

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2316
91-527/1221 6128
0703680454

DATE 3/4/13

PAY TO THE ORDER OF Gila County Treasurer \$ 1299.20
One thousand two hundred ninety-nine & 20/100'S DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees - Feb

 7270

⑈0000002316⑈ ⑆122105278⑆ 0703680454⑈

ARF-1747

5- J

Regular BOS Meeting

Meeting Date: 04/02/2013

Reporting Period: Recorder's Office Monthly Report for February 2013

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

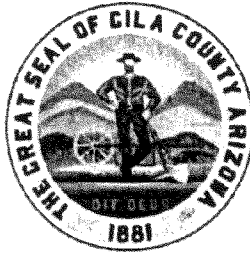
Recorder's Office Monthly Report for February 2013

Suggested Motion

Acknowledgment of the February 2013 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's Office Monthly Report for February 2013



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF FEBRUARY 2013

I, Sadie Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER
RECEIVED
105453 MAR 12 6

BILLING PERIOD February 1 thru February 28, 2013

Preparer Signature: Jeri Beymen Title Recorder Clerk
Approved Signature: Sadie Jo Pomey Title Recorder

TREASURER By Scap Date 3/12/13

120013

MONTHLY ACTIVITY REPORT - February 2013

	PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
2/1/13	392.00	499.00	212.00	0.00	0.00	490.00	319.00	711.00
2/4/13	1494.00	486.00	252.00	0.00	0.00	1231.00	244.00	738.00
2/5/13	195.00	414.00	184.00	0.00	0.00	0.00	403.00	598.00
2/6/13	181.00	245.00	108.00	0.00	0.00	511.00	172.00	353.00
2/7/13	666.00	670.00	460.00	0.00	0.00	169.00	464.00	1130.00
2/8/13	221.00	520.00	204.00	0.00	0.00	339.00	503.00	724.00
2/11/13	309.00	465.00	212.00	0.00	0.00	0.00	368.00	677.00
2/12/13	381.00	340.00	184.00	0.00	0.00	580.00	149.00	524.00
2/13/13	265.00	392.00	160.00	0.00	0.00	136.00	287.00	552.00
2/14/13	231.00	396.00	188.00	0.00	0.00	60.00	353.00	584.00
2/15/13	00.50	300.50	102.00	0.00	0.00	301.00	424.00	512.50
2/18/13	closed	closed	closed	closed	closed	closed	closed	closed
2/19/13	535.00	805.20	388.00	0.00	938.00	238.00	1596.20	2131.20
2/20/13	99.00	287.00	136.00	0.00	0.00	458.00	324.00	423.00
2/21/13	469.00	363.00	152.00	5.00	0.00	489.00	251.00	520.00
2/22/13	261.00	348.80	164.00	0.00	165.00	170.00	416.80	677.80
2/25/13	1638.00	764.00	316.00	0.00	0.00	1340.00	642.00	1080.00
2/26/13	292.00	622.00	252.00	0.00	190.00	283.00	772.00	1064.00
2/27/13	2459.00	1688.00	1048.00	0.00	0.00	342.00	277.00	2736.00
2/28/13	208.00	650.00	252.00	0.00	0.00	219.00	694.00	902.00
TOTAL	10384.50	10335.50	5004.00	5.00	1293.00	7356.00	8659.00	16637.50

Bank Deposit Summary, From 2/1/13 12:00AM To 2/28/13 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Feb 1, 2013 4:54:07 PM	2831	B	Globe	\$315.00
Feb 1, 2013 4:55:02 PM	2832	B	02/01/2013 payson	\$77.00
Feb 4, 2013 4:53:37 PM	2833	B	Globe	\$1,451.00
Feb 4, 2013 4:56:01 PM	2834	B	2/4/13 Payson	\$43.00
Feb 5, 2013 4:57:16 PM	2835	B	Globe	\$145.00
Feb 5, 2013 4:57:50 PM	2836	B	02/05/13 Payson	\$50.00
Feb 6, 2013 4:56:19 PM	2837	B	Globe	\$181.00
Feb 7, 2013 4:55:21 PM	2838	B	Globe	\$560.00
Feb 7, 2013 4:59:00 PM	2839	B	2/07/13 Payson	\$106.00
Feb 8, 2013 4:52:39 PM	2840	B	Globe	\$159.00
Feb 8, 2013 4:54:12 PM	2841	B	2/8/13 pAYSON	\$62.00
Feb 11, 2013 4:54:31 PM	2842	B	Globe	\$308.00
Feb 11, 2013 4:56:07 PM	2843	B	02/11/13 Payson	\$1.00
Feb 12, 2013 4:53:22 PM	2844	B	Globe	\$344.00
Feb 12, 2013 4:59:43 PM	2845	B	2/12/13 Payson	\$37.00
Feb 13, 2013 4:52:29 PM	2846	B	Globe	\$255.00
Feb 13, 2013 4:52:43 PM	2847	B	02/13/13 Payson	\$10.00
Feb 14, 2013 4:55:20 PM	2848	B	2/14/13 payson	\$68.00
Feb 14, 2013 4:55:45 PM	2849	B	Globe	\$163.00
Feb 15, 2013 4:54:02 PM	2850	B	Globe	\$88.50
Feb 19, 2013 11:00:17 AM	2852	B	02/15/13 Payson corr	\$0.00
Feb 19, 2013 2:54:24 PM	2857	B	Globe	\$496.00
Feb 19, 2013 4:56:41 PM	2853	B	02/19/13 Payson	\$39.00
Feb 20, 2013 11:46:01 AM	2856	B	2/20/13 Payson	\$0.00
Feb 20, 2013 4:54:07 PM	2858	B	Globe	\$99.00
Feb 21, 2013 4:53:18 PM	2859	B	Globe	\$418.00
Feb 21, 2013 4:56:28 PM	2860	B	2/21/13 payson	\$51.00
Feb 22, 2013 4:54:43 PM	2861	B	Globe	\$251.00
Feb 22, 2013 4:59:42 PM	2862	B	02/22/13 Payson	\$10.00
Feb 25, 2013 8:15:30 AM	2865	B	Globe	\$1,580.00
Feb 25, 2013 4:55:20 PM	2864	B	2/25/13 pAYSON	\$58.00
Feb 26, 2013 4:52:18 PM	2867	B	Globe	\$240.00
Feb 26, 2013 4:58:51 PM	2868	B	2/26/13 Payson	\$52.00
Feb 27, 2013 4:54:30 PM	2869	B	Globe	\$2,414.00
Feb 27, 2013 5:06:26 PM	2870	B	2/27/13 payson	\$45.00
Feb 28, 2013 4:52:38 PM	2871	B	Globe	\$172.00

Total \$10,348.50

316.00 payson
10,348.50

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$3,864.00	(\$2,406.00)	\$1,458.00
Cash	Cash/Check	\$10,384.50	\$0.00	\$10,384.50
D-1005-120-01-4612-003	Postage(deferred)	\$10.00	(\$15.00)	(\$5.00)
D-1005-120-01-4612-023	Recording Fee(deferred)	\$30.00	(\$53.00)	(\$23.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$40.00	(\$60.00)	(\$20.00)
ETransfer	Electronic Transfers	\$4,950.00	\$0.00	\$4,950.00
	Total	\$19,278.50	(\$2,534.00)	\$16,744.50
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$128.00	(\$80.00)	\$48.00
	Total	\$128.00	(\$80.00)	\$48.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$354.50)	(\$354.50)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$27.00)	(\$27.00)
1005-120-01-4612-003	Postage	\$0.00	(\$908.00)	(\$908.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$186.00)	(\$186.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$103.00)	(\$103.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$38.00)	(\$38.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$8,519.00)	(\$8,519.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$20.00)	(\$20.00)
1005-120-01-4612-027	Fax	\$0.00	(\$70.00)	(\$70.00)
1005-120-01-4612-029	Search	\$0.00	(\$10.00)	(\$10.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,984.00)	(\$4,984.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,293.00)	(\$1,293.00)
eRecording	eRecording	\$4,667.00	(\$4,870.00)	(\$203.00)
	Total	\$4,667.00	(\$21,459.50)	(\$16,792.50)
	Total	\$24,073.50	(\$24,073.50)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$10,384.50	\$0.00	\$10,384.50
	Range Total	\$10,384.50	\$0.00	\$10,384.50

Sadie Tomerlin Gila County Recorder			New Fiscal Year Form			
	FY	2012-2013				
		Recorder Storage & Retrieval 7145				
Month	No of Doc.		Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180	10,507.62	952.20	11.00	16,650.82
Oct	1,378	5,140	16,655.49	1,286.00	2.00	23,083.49
Nov	1,177	4,432	5,751.16	775.30	2.00	10,960.46
Dec	1,342	5,032	12,091.33	1,222.00	11.00	18,356.33
Jan	1,177	4,380	12,877.38	610.00		17,867.38
Feb	1,300	5,004	8,790.01	1,293.00	1.00	15,088.01
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	10,410	39,424	102,304.22	8,007.75	61.00	149,796.97
Fiscal Year		149,796.97				
All Monies						

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	February 2013			
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$7,133.00		\$0.00	*\$223 ON LAST MONTH'S REPORT
7		PAID OUT OF SUSPENSE ACCT		\$8,659.00	\$1,303.00	
8		RECORDING FEES	\$10,335.50	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$20.00		
10		INTEREST PD TO ACCT	\$0.51	\$0.00		
11						
12	TOTAL 1005 FUNDS		\$17,469.01	\$8,679.00	\$8,790.01	
13						
14	SECTION II					
15		7145 FUND (RECORDER)	\$5,004.00	\$0.00	\$5,004.00	
16		7146 FUND (MINING - 80% STATE TREAS)	\$4.00	\$4.00	\$0.00	
17		7146 FUND (MINING - 20% RECORDER)	\$1.00	\$0.00	\$1.00	
18		7147 FUND (COMPUTER SVCS)	\$1,293.00	\$0.00	\$1,293.00	
19	TOTAL SEC II FUNDS		\$6,302.00	\$4.00	\$6,298.00	
20						
21	COMBINED TOTALS - TOTAL FEES COLLECTED		\$23,771.01	\$8,683.00	\$15,088.01	
22						CHECK TO TREASURER
23						

House Account Summary
Gila County AZ Recorder
For the Period of 02/01/2013 - 02/28/2013
Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$154.00)	\$0.00	\$0.00	(\$154.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$362.97)	\$46.80	\$0.00	(\$316.17)
ADOT	AZ DEPT OF TRANS	(\$289.50)	\$0.00	\$0.00	(\$289.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$99.00)	\$0.00	\$0.00	(\$99.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$110.00)	\$58.00	(\$200.00)	(\$252.00)
AWC	ARIZONA WATER COMPANY	(\$242.00)	\$0.00	\$0.00	(\$242.00)
AZDOR	ADOR ACCOUNTS PAYABLE	(\$2,046.00)	\$16.00	\$0.00	(\$2,030.00)
AZRE/RECORDING	ARIZONA DEPT OF REAL ESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$66.00)	\$17.00	\$0.00	(\$49.00)
ERAY	ERA YOUNG REALTY	(\$103.80)	\$46.80	\$0.00	(\$57.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$49.00)	\$0.00	\$0.00	(\$49.00)
FARES	CORELOGIC	(\$56.40)	\$190.00	(\$1,200.00)	(\$1,066.40)
FATM	FIRST AMERICAN MICROFILM	(\$1,675.60)	\$335.40	\$0.00	(\$1,340.20)
FB	FLOYD BLEAK / NANCY SHEPARD	(\$584.00)	\$0.00	\$0.00	(\$584.00)
FCS, INC	Pacific Corporate & Title Services	(\$51.00)	\$0.00	\$0.00	(\$51.00)
FNDS	LPS APPLIED ANALYTICS	(\$398.20)	\$190.00	\$0.00	(\$208.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$102.50	\$32.00	\$0.00	\$134.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$43.00)	\$0.00	\$0.00	(\$43.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDEPTH	INDEPTH SOLUTIONS INC	(\$92.00)	\$0.00	\$0.00	(\$92.00)
Ingeo	Ingeo - eRecording	(\$469.00)	\$937.00	(\$950.00)	(\$482.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$80.00	(\$80.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$6.00	(\$6.00)	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$100.00)	\$0.00	\$0.00	(\$100.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$213.00)	\$518.00	(\$1,000.00)	(\$695.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,367.00)	\$2,410.00	\$0.00	(\$3,957.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$231.00)	\$46.00	\$0.00	(\$185.00)
simplifile	Simplifile - eRecording	(\$827.00)	\$3,730.00	(\$3,920.00)	(\$1,017.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,159.20)	\$0.00	\$0.00	(\$1,159.20)
Totals		(\$19,733.07)	\$8,659.00	(\$7,356.00)	(\$18,430.07)

ARF-1752

Consent Agenda Item 5- K

Regular BOS Meeting

Meeting Date: 04/02/2013

Reporting Period: December 18, 2012, and March 19, 2013

Submitted For: Marian
Sheppard,
Chief Deputy
Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Information

Subject

December 18, 2012, and March 19, 2013, BOS Meeting Minutes

Suggested Motion

Approval of the December 18, 2012, and March 19, 2013, BOS meeting minutes.

Attachments

BOS 12-18-12 Meeting Minutes

BOS 03-19-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: December 18, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman; Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Shirley Dawson led the Pledge of Allegiance and Reverend Bill Norton of the First Presbyterian Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Public recognition of Supervisor Shirley Dawson, Sheriff John Armer, Assessor Dale Hom, and County Attorney Daisy Flores.

Chairman Martin requested that the Board join her in presenting plaques of appreciation to the outgoing elected officials. The outgoing officials recognized were Sheriff John Armer, Assessor Dale Hom, County Attorney Daisy Flores and Supervisor Shirley Dawson. Each of the officials gave departing comments and thanked their staffs and thanked the Board of Supervisors for its cooperation throughout their years of service to the County.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action for Gila County to agree to serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the

preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service.

Don McDaniel, County Manager, provided some background information on the Roosevelt Lakeview Park stating that it was developed in the early 1970s through a special use permit with the U.S. Forest Service-Tonto National Forest, which expires on January 1, 2013. At that time, the current residents will be required to relocate all residences and improvements that are on the property including any manufactured or mobile units. He stated that there is a solution for this problem through the U.S. Forest Service Townsite Act, which allows the designation and sale of Forest Service lands by the U.S. Forest Service to governmental entities. He noted that this Act just exists in the 12 western states and is only useful to cities, towns or county governments. Mr. McDaniel explained that the Act allows for Forest Service lands that are needed by a community or the county, in this case, to be sold for fair market value if those lands would serve indigenous community objectives, meaning that Gila County's objectives outweigh the public objectives and values of retaining the lands in federal ownership. He stated, "We believe in this case that they clearly do." He stated that staff has indicated to David Buckmaster, permit holder and developer of the park, that the County is obviously unable to purchase the actual property in the park as a private business with taxpayers dollars and, furthermore, the County is not in the mobile home park business and wouldn't want to be seen as competing with other similar businesses in the County. However, Mr. McDaniel stated that he and the Board of Supervisors have indicated strong support and a willingness to serve as the applicant in this Townsite Act process. The important part of the process is going to be to obtain from Mr. Buckmaster a fairly complete financial plan that will indicate his intentions on providing the funds so that the County can make the application, purchase the property and then turn it over to Mr. Buckmaster to run the approximate 24-acre mobile home park. Mr. McDaniel stated that County staff is recommending that the Board agree to serve as the applicant to the U.S. Forest Service to designate the Roosevelt Lakeview Park as a Townsite under the Act; that the approval would be subject to development and submittal of a financial plan by Mr. Buckmaster of the Roosevelt Lakeview Park; and, that plan would come back to the Board for its review and approval prior to the actual submission of the application. He stated that because there is a concern about the fast-approaching deadline, it was further recommended that that the Board send to the U.S. Forest Service a letter and a notarized copy of the Board's action today indicating its intent to make the application subject to the financial plan as a way to have that on their records indicating that is the County's intent as that other information comes forward. Vice-Chairman Dawson stated that because the U.S. Forest Service is slow to act and if the County and Mr. Buckmaster move quickly, "maybe something really good can come from this." She also appreciated the fact that this was a

contemptuous situation and difficult to figure out how to solve and “this seems like a good way to go about resolving something that we didn’t want to see go away.” Supervisor Pastor thanked the Mr. McDaniel and staff for working on this issue. Supervisor Pastor advised that he was first contacted 2 years ago regarding this issue and, at that time, it didn’t look very promising. Over the last 2 years various meetings have been held with U.S. Representative Gosar’s Office, letters have been sent to the U.S. Forest Service, and Kelly Jardine, District Ranger of the Tonto Forest Service at Roosevelt, has been very positive and helpful to the County. Mr. Buckmaster has also been negotiating with the U.S. Forest Service officials and is working hard to put a financial package together. Supervisor Pastor stated, “I think this is something that we as a Board need to look at as a positive added value process to what we do as County Supervisors.” Chairman Martin added that anytime the opportunity arises where public land can be turned into private land in this County of 1.5% private land, she was all for it. She stated that the financial package is needed in hand from Mr. Buckmaster before the County can go very much further in putting too many County resources to the task. Chairman Martin then called on David Buckmaster, also a resident of Roosevelt. Mr. Buckmaster stated that in discussions with Mr. Jardine he needs to find out exactly how much land the Forest Service is willing to sell because the number of acres varies depending on “which permit you read or what letter you get” so all he knows is it’s between 25 to 30 acres. He stated that the U.S. Forest Service wants to square off the boundaries so it’s easier for them to survey on an annual basis. Mr. Buckmaster believes the first step is for the U.S. Forest Service to decide how much land is going to be involved and square their boundaries because he is uncertain as to the boundaries. The next step would be to get a good-faith estimate from the U.S. Forest Service on the value per acre of the land, so Mr. Buckmaster has a starting point to try to figure out how much funding will be needed because at this point the cost is unknown. Mr. Buckmaster advised that a land survey needs to be done by the U.S. Forest Service. He stated that the way the whole Townsite Act works is that the appraisal or evaluation of the land is approximately step number 10 out of 50 steps; however, he stated that Mr. Jardine believes this process can be done in a fairly short time. Chairman Martin stated to Mr. Buckmaster that for the sake of discussion and in reference to Vice-Chairman Dawson’s comment about the U.S. Forest Service moving slow, “the time may come when you may want to say what would be the low figure and the low acreage and the high acreage and get an appraisal on your own and have an offer. That might stand you in pretty good stead to take that initiative.” She stated that this has been going on for years and something the County doesn’t have is years of staff time to continue to put into this endeavor; however, the County does have staff time to put in to an honest proposal. Chairman Martin recommended that if Mr. Buckmaster had anything he can do to push this on down the road, she would tell him to “push it on down the road.” Vice-Chairman Dawson added, “If I were in this position of moving this forward, I would make the proposal to them...You make an offer on what you’re at based like Tommie said, on an appraisal, and they are going

to want more, but at least you're on the table. You're not there right now and if you wait for them, they will be talking about how to remove you." Supervisor Pastor stated that he believes with the relationship that the County had been able to develop with the U.S. Forest Service and the new Forest Service supervisor that's in the area, Neal Bosworth, the U.S. Forest Service seems to want to get this done, so hopefully the County can get it on fast track. Mr. Buckmaster replied that he's heard it will take anywhere from 18 months to 3 years to get this finalized. Chairman Martin's final recommendation to Mr. Buckmaster was, "Get the ball in your court and keep it there." Mr. Buckmaster thanked the Board for its support and advice. Chairman Martin called on Jerry Ellison, reporter for KQSS Radio. Mr. Ellison inquired if there has ever been a successful sale under this Act in Arizona? Supervisor Pastor stated there have been several across the country and one in Arizona, either in Camp Verde or the Verde Valley. Mr. Buckmaster added that there have been more sales under the Bureau of Land Management, the Park Service and the Department of Interior then there have been through this Act; however, there have been quite a few.

Chairman Martin then called on Don Ascoli, a resident of Payson. Mr. Ascoli stated that he first became aware of this issue in January based on an article in the local Payson Roundup newspaper, so he visited this park and found it to be a very nice, well-run community of "families, folks, retirees, people who enjoy the outdoors." He stated that as Chairman of the Gila County Planning & Zoning Commission, he invited particular parties--Mr. Buckmaster, the U.S. Forest Service personnel, and especially Supervisor Pastor, since it's in his supervisorial district, to attend a couple of hearings in Globe to "up the awareness" of this issue. He stated that it's been a long haul and Supervisor Pastor has been involved in this effort for a long time. He mentioned that U.S. Forest Service Supervisor Neal Bosworth has stated more than once that the U.S. Forest Service doesn't want this land. Mr. Ascoli stated, "They want to find a way to give it back to the folks so they can have it in private hands." Mr. Ascoli agreed that the avenue being pursued "will be a most successful process" and he believes it fits the need of the community at Lakeview Park. He thanked the Board of Supervisors for taking this major step forward and thanked Don McDaniel and his staff for putting together an official letter. Mr. Ascoli also agreed with the advice provided by the Board members that Mr. Buckmaster should take the initiative, make the proposal first and then let the U.S. Forest Service respond. Chairman Martin called on Linda Acres, a resident of Lakeview Park in Roosevelt. Ms. Acres stated that as a member of the Lakeview Community Association of 160 homeowners, she wanted to thank everyone in the County for all their assistance and support, and they would greatly appreciate the Board's consideration in this matter. Chairman Martin then called on Taylor McArthur, a representative from U.S. Congressman Paul Gosar's Office. Mr. McArthur advised that Congressman Gosar supports this endeavor of which has been involved from the beginning. Congressman Gosar will continue to support it even though his congressional district has changed.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously agreed to have Gila County serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service.

3B. Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and to accept the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01, to be used during the period of October 1, 2012, through September 30, 2013.

John France, Deputy Sheriff Sergeant, stated that he also serves as the dive team leader and instructor for the Gila County Sheriff's Office Dive Team. Approximately 2 years ago, the Sheriff's Office obtained some grant funding which enabled the Dive Team to grow, both in size and professionally. By applying for these grant funds, the Dive Team will be able to replace its outdated diving equipment to include dry suits, and full face masks that enable communications with divers underwater and with a backup air supply. Sergeant France advised that the Dive Team is on its way toward meeting national certification standards, and this type of equipment is a requirement of the certification. There aren't any County cash matching requirements associated with this grant, which will be used to purchase equipment for 10 divers. Sergeant France answered questions of the Board regarding the individuals that serve on the Dive Team. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously ratified its approval for the Sheriff's Office submission of the Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and accepted the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01.

3C. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona.

Joseph Heatherly, Finance Director, advised that the contract to purchase chips, ABC, asphalt and cold mix expired a few days ago. Supervisor Pastor inquired whether there is a sufficient supply of material on hand until a new

contract is awarded. Steve Stratton, Public Works Division Director, replied that it depends on the amount of work to be done. If an emergency arose and there wasn't enough material on hand, Mr. Stratton assured the Board that the County has a means to obtain additional material. Mr. Heatherly then reviewed the bid process and associated timelines for newspaper publications. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona.

3D. Information/Discussion/Action to review all bids submitted for Call for Bids No. 112012 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder.

Mr. Heatherly advised that only one bidder responded to this Call for Bids, of which the Board of Supervisors is statutorily required to go out for bid and award a contract each year. The bid was reviewed by the Chief Deputy Clerk and the Contract Specialist, and Mr. Heatherly stated that the bidder successfully met all of the bid requirements. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board awarded a contract to the Arizona Silver Belt newspaper in the amount of \$3.20 per column inch to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013.

3E. Information/Discussion/Action to approve Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend.

Steve Stratton, Public Works Division Director, advised that this policy was drafted approximately 1½ years ago. He has been working with the County Manager, Human Resources Director and the County Attorney to finalize the draft that is being presented to the Board of Supervisors. He advised that many times during an emergency, such as a fire, snow storm or rain storm, the Public Works Division staff is often times the first responders and it is becoming a problem in having enough people available to work during an emergency, especially during weekends and holidays. This stipend was developed to be in line with other competitors' wage scales, in particular, the Arizona Department of Transportation (ADOT). Mr. Stratton advised that at present this proposed policy will only apply to Public Works employees; however, in discussions with the County Manager, it is hoped that eventually this policy will apply countywide. He emphasized that it is difficult to have employees on standby, especially during weekends, in the anticipation of a bad storm that would cause substantial damage without providing a pay incentive. Danny Savage of the Public Works Division advised that he, too, has been

working on this proposed policy for quite some time. He added that it is becoming more difficult to have staff available to work nights and weekends during a storm incident. He also stated that 4 employees of the Public Works Division recently accepted jobs with ADOT because the pay is higher. Supervisor Pastor advised that when he was first presented with this proposed policy, he wasn't very pleased. He met with the County Manager and discussed his concerns and that is when he learned that this policy is based on a policy ADOT has in place. After requesting a copy of ADOT's policy from the Public Works Division and not receiving one, he requested that his secretary submit a request directly to ADOT. It was at that time Supervisor Pastor learned that the ADOT policy was implemented in 2005, which was used by Public Works; however, a revised policy went into effect on November 29, 2012. He then reviewed some sections of the proposed policy. He stated that if he understands the policy correctly and in talking with Finance Department staff, employees working under this policy could potentially make \$35 per hour during a storm incident. He also reviewed other Arizona county policies. Supervisor Pastor advised that he cannot support this policy as presented. He then offered to meet with Mr. Stratton and others to work on revising the proposed policy.

Vice-Chairman Dawson also commented that the policy needs to be revised. She suggested that the Board not take any action today on this agenda item, and that after the policy has been revised it should be placed on a future Board meeting agenda. Chairman Martin also agreed that additional work needs to be done on this policy. Mr. Stratton thanked the Board members for their comments and he stated that he doesn't have a problem revising the policy as it is important to have a policy that is both fair to the employees and the County. He provided further information as clarification to some comments that were made by the Supervisors. He stated that his employees have never refused to work overtime. The problem is when an employee's shift has ended, it is difficult at times to call an employee back to work, especially if a storm incident occurs during the weekend as that employee may be out of town, has consumed alcohol, etc. He stated that there is a Public Works employee on-call each weekend, and there is a rotating system in place. Supervisor Pastor requested a copy of the on-call list. Mr. Stratton replied that the names of the employees on call are given to the Sheriff's Office dispatcher each week. Supervisor Pastor commented that is good; however, most times it is a constituent that calls the Supervisor during an emergency so it's important for the Supervisor to have the name and contact number of the person who is on call at that time. Mr. Stratton agreed to provide each Board member with the on-call list each Friday. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously tabled Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend for the Board's further consideration of this proposed policy at its first meeting in February 2013.

ITEM 4 – CONSENT AGENDA ACTION ITEMS:

4A. Approval of the appointment of Judith A. Joseph as Judge Pro Tempore for the Superior Court in Gila County for the period of January 1, 2013, through June 30, 2013.

4B. Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointments of Patricia Arnold and J. Dee Flake, as Justices of the Peace Pro Tempore for the Globe Regional Justice Court, all for the term of one (1) year (January 1, 2013, through December 31, 2013).

4C. Approval of Amendment No. 1 to Professional Services Contract No. 1005.103/1-2011 between Gila County and Elections Operations Services in an amount not to exceed \$200,000 to extend the Contract for consulting services for one additional two-year period beginning January 1, 2013, through January 1, 2015.

4D. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the term of the Contract for an additional year, from October 8, 2012, to October 7, 2013; and to provide for the purchase of TRMSS fog seal for County roads.

4E. Approval to reappoint Clark Richins and Kenny Evans to the Gila County Cooperative Extension Advisory Board for an additional term of two years, from January 1, 2013, through December 31, 2014.

4F. Approval of Modification No. 2 to a Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the USDA, Forest Service increasing the reimbursable funding amount from \$83,000 to \$87,498 for the period October 1, 2012, through September 30, 2013, and incorporating some other minor changes to the Agreement.

4G. Approval of an Intergovernmental Agreement (Contract No. ADHS13-034536) between Gila County and the Arizona Department of Health Services in the amount of \$16,800 per year for the continued provision of Reproductive Health/Family Planning Services for the period January 1, 2013, through December 31, 2017.

4H. Approval of the November 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.

4I. Approval of the November 13, 2012, and November 20, 2012, BOS Minutes.

4J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 19, 2012, to November 23, 2012; and November 26, 2012, to November 30, 2012.

Copies of the contract reports are on file in the Board of Supervisors' Office.

4K. Approval of finance reports/demands/transfers for the weeks of December 11, 2012, and December 18, 2012.

December 11, 2012

\$2,068,208.37 was disbursed for County expenses by check numbers 250922 through 251085.

December 18, 2012

\$471,872.65 was disbursed for County expenses by check numbers 251086 through 251206. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Consent Agenda action items 4A through 4K.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:40 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 19, 2013

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; John F. Nelson, Deputy County Manager/Clerk (via ITV); Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Deputy Attorney Principal

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. John Marcanti led the Pledge of Allegiance and Pastor Kelly Woolridge of the First Assembly of God Church in Payson delivered the invocation.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 13-03-02 approving the designation of the portions of the San Carlos Apache Indian Reservation within Gila County as a Colonia.

Marvin Mull, Transportation Coordinator for the San Carlos Apache Tribe, read aloud the resolution and then requested that the Board adopt it. Supervisor Marcanti commented that Gila County has previously adopted similar resolutions for San Carlos. Lower income communities that are lacking in infrastructure and located within 150 miles of the U.S.-Mexico border may be eligible for state and federal funding when designated as a Colonia. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-03-02 approving the designation of the portions of the San Carlos Apache Indian Reservation within Gila County as a Colonia. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of \$43,000 that is entitled "Gila County Payson Sub-Station Communication Project" to the Arizona Department of Homeland Security.

Sheriff's Office Lieutenant Tim Scott advised that if this grant funding is awarded to the Sheriff's Office, it will be used to enhance the communications system within the Payson office. The radios are currently located in the back of the building next to the boiler room. Necessary antennas and feed lines will be added to the tower and after improvements have been made, the radio room will be a stand-alone room with limited access and better radio operations will be provided throughout the County.

Vice-Chairman Martin is pleased that Gila County is continuing to enhance its communications system throughout the County as this process has been ongoing for several years. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously ratified its approval for the Sheriff's Office electronic submission of a Grant Application in the amount of \$43,000 to the Arizona Department of Homeland Security.

C. Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of \$35,295 that is entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security.

Sheriff's Office Sergeant John France stated that the deadline to submit this grant application had a very short turnaround time. If these grant funds are awarded, the money will be used to purchase updated equipment for the S.O. dive team to include new SCUBA regulators with gas switching blocks, buoyancy compensators, and diving harnesses for 15 dive team personnel. Vice-Chairman Martin and Supervisor Marcanti complimented these efforts to obtain additional funding for the S.O. At the inquiry of Chairman Pastor, Sergeant France advised that there are currently 12-15 divers and that it takes about a year of training before a dive team member is able to obtain rescue diver status. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously ratified its approval for the S.O.'s submission of a Grant Application in the amount of \$35,295 that is entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security.

D. Information/Discussion/Action to approve Service Agreement No. 083112-1 between Gila County Division of Community Services, Housing Services, and Rodriguez Constructions, Inc. for Weatherization Project No. HH7469 whereby Rodriguez Constructions, Inc. will provide housing

rehabilitation services to a single family household unit located in Miami for a fee of \$72,269.76, with all work to be completed by May 19, 2013.

Malissa Buzan, Community Services Division Director/Housing Services Program Manager, provided information on this contract that is between Gila County and Rodriguez Constructions, Inc. for a major rehabilitation project that coincides with the County's major rehabilitation housing services program in addition to the neighborhood revitalization program. Chairman Pastor asked if the area where they are working is the area by the old Inspiration Addition School; Malissa Buzan confirmed that as being correct and stated that Gila County has done two or three projects in the last six or seven years. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Service Agreement No. 083112-1 between Gila County Division of Community Services, Housing Services, and Rodriguez Constructions, Inc. for Weatherization Project No. HH7469 whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Miami for a fee of \$72,269.76, with all work to be completed by May 19, 2013.

E. Information/Discussion/Action to approve a Memorandum of Agreement between Gila County and the United States Army, Partnership for Youth Success (PaYS) Program, to provide an opportunity to qualified veterans to interview for an open position within Gila County and to allow the ARMY PaYS website to display the Gila County logo as a member of the ARMY PaYS Program.

Berthan DeNero, Human Resources Director, introduced two guests, U.S. Army Staff Sergeant Jared Doss and Captain Joe Demerath. Captain Demerath spoke briefly explaining that when a service member leaves active duty it is important that the veteran has a positive disposition. This program will provide a qualified veteran an opportunity to interview for an open position within Gila County. Supervisor Marcanti commented that it's a great arrangement. He stated, "As you remember Mike and Tommie, after the Vietnam War there really wasn't anything to come home to except your family." Chairman Pastor commented that Sergeant Doss cornered him one day at the Circle K convenience store and at that time Chairman Pastor invited Sergeant Doss to the Courthouse to present the program. He stated, "I thought it was a great idea and something we do positive as a County. I hope we approve this action today." Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Memorandum of Agreement between Gila County and the United States Army, Partnership for Youth Success (PaYS) Program.

F. Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 110812 for the purchase of chips, ABC, and asphalt for the Copper Region and Timber Region; award the Timber

Region of Bid No. 110812 to the lowest, responsible and qualified bidder contingent upon that bidder agreeing to sign Amendment No. 1 to the Award Contract; and authorize the Chairman's signature on the Award Contract and Amendment No. 1 to the Contract for the winning bidder.

Joe Heatherly, Finance Division Director, stated that the request to go out for bids was approved by the Board in December 2012; the notification of the Request for Sealed Bids was advertised in the official newspaper of the County in January 2013, and during the third week in January the bids were received and reviewed. Eleven bids were sent out and three responses were received. Mr. Heatherly stated, "After conferring with Steve Stratton, Public Works Director, and the County Attorney, we suggest that we only accept bids from the northern region (Timber). The southern region (Copper) that we're asked to bid had some issues internally within those companies, so that they didn't get the bids submitted. The bids we did get were significantly higher than what we had been paying for in the past, so we want to re-bid the southern section and we want to award the northern section to Payson Concrete and Materials, Inc. They are one of two companies that we currently buy material from and they were the lowest bidder. The reason for the amendment that was attached here was an oversight on our part. When the contract was put together it did not have a ceiling or cap, which the Board has requested to be on all contracts. The amendment addresses that, with a cap of not to exceed \$200,000." Chairman Pastor asked if \$200,000 is a sufficient amount in order to provide the amount of material projected to be used in the northern portion of the County. Mr. Heatherly deferred the question to Mr. Stratton. Steve Stratton replied that the funds will be used for maintenance projects; however, if a project would exceed that amount, it would be brought to the attention of the Board of Supervisors. Chairman Pastor questioned if the amendment has been signed by the successful bidder. Mr. Heatherly replied that it has not yet been signed, but the contract stipulates that the amendment must be signed; otherwise, there is no contract. Bryan Chambers, Deputy Attorney Principle, explained that if a motion is made similar to the language stated on this agenda item, the Board would be approving the award of the contract with the stipulation that the company accepts the ceiling. If the contractor doesn't accept, there will not be an award of the contract. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved to award Bid No. 110812 to Payson Concrete and Materials, Inc. contingent upon the contractor signing Amendment No. 1 to the contract.

Item 3 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Delegation Agreement No. EV12-0053 between the Gila County Community Development Division, Gila County Health and

Emergency Services Division and the Arizona Department of Environmental Quality (ADEQ) to delegate function of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties effective 30 days after ADEQ approval/signature through June 30, 2050.

B. Approval of the reappointments of Judge Gary V. Scales and Judge Judith A. Joseph as Judges Pro Tempore for the Superior Court in Gila County for the period of July 1, 2013, through June 30, 2014.

C. Approval to adopt Resolution 13-03-01 authorizing the County's funding match requirement of \$250 in order for the Gila County Probation Department to receive \$1,000 of additional FY 2012-2013 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

D. Approval of a request by the Greater Arizona Bicycling Association, Inc. to use the Gila County Courthouse parking area in Globe as a rest stop for a bike race on May 4 & 5, 2013.

E. Approval of Amendment No. 1 to Contract No. Gila 10101 between Gila County and Central Arizona College to increase the contract amount from \$630,336 to \$775,219 which will allow for the continued provision of Workforce Investment Act Youth Services for the Gila-Pinal Workforce Investment Area.

F. Approval for Gila County Community Services, Housing Services, to submit a response to Request for Proposal No. 2014-01-13 issued by the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, for PGCSC to allocate funding in the amount of \$6,320 to Gila County which will be used to provide minor home repairs to eligible citizens residing in Gila County for the period July 1, 2013, through June 30, 2014.

G. Approval of an Intergovernmental Agreement (Contract No. ADHS13-041539) between Gila County and the Arizona Department of Health Services on a fee for service basis which will allow the Gila County Health Department to continue to provide Immunization Program services for the period of January 1, 2013, through December 31, 2017.

H. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-031248) between Gila County and the Arizona Department of Health Services changing the Scope of Work section of the contract effective October 1, 2012, to provide HIV Prevention Program

services through June 30, 2017.

I. Approval to re-advertise an Invitation for Bids (No. 110812-1) for the purchase of chips, ABC and asphalt for the Copper Region.

J. Approval of Amendment No. 1 to Gila County Contract No. 011013, Weatherization Project No. HH#152-12-03, between the Gila County Community Services Division and Noble Building L.L.C., to increase the contract amount by \$6,000, for additional roof structure support, for a total contract amount of \$53,385.66.

K. Authorization of the Chairman's signature on U.S. Department of Agriculture Forest Service Amendment No. 2 for Special-Use Authorization which will expire on December 31, 2019, concurrent with the permit expiration date, with regard to the Forest Service dumping fees at the Buckhead Mesa Landfill.

L. Approval of Gila Monsters Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 1, 2013, through September 22, 2013, with a waiver of fees.

M. Acknowledgment of the January 2013 monthly activity report submitted by the Recorder's Office.

N. Approval of the February 26, 2013, and the March 5, 2013, BOS meeting minutes.

O. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 11, 2013, to February 15, 2013; and February 18, 2013, to February 22, 2013.

P. Approval of finance reports/demands/transfers for the weeks of March 12, 2013, and March 19, 2013.

March 12, 2013

\$135,793.67 was disbursed for County expenses by check numbers 252700 through 252796.

March 19, 2013

\$1,874,290.51 was disbursed for County expenses by check numbers 252797 through 252947. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3A through 3P.

Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:50 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1722

5- L

Regular BOS Meeting

Meeting Date: 04/02/2013

Reporting Period: Human Resources reports for the weeks of 03/05/13, 03/12/13, 03/19/13 and 03/26/13.

Submitted For: Linda V. Eastlick

Submitted By: Juley
Bocardo-Homan,
Human
Resources
Assistant,
Human
Resources

Information

Subject

Human Resources reports for the weeks of March 5, 2013, March 12, 2013, March 19, 2013, and March 26, 2013.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of March 5, 2013, March 12, 2013, March 19, 2013, and March 26, 2013.

Attachments

March Human Resources Summary Report

03/05/13 Human Resources Report

03/12/13 Human Resources Report

03/19/13 Human Resources Report

03/26/13 Human Resources Report

HUMAN RESOURCES ACTION ITEMS
MARCH 5, 2013

HIRES TO COUNTY SERVICE:

1. Ted J. Schaefer – Sheriff's Office – Detention Officer (PT) – 03/11/13 – General Fund – Replacing Clifford Carnahan
2. Justin Durbin – Assessor's Office – Appraiser – 03/11/13 – General Fund – Replacing Lisa Wilckens

DEPARTMENTAL TRANSFERS:

3. Tyler G. Solberg – Information Technology – From I.T. Administrator & Support Sr. – To Systems & Network Communications Analyst – 02/25/13 – General Fund

END PROBATIONARY PERIOD:

4. Clarence E. Rice – Sheriff's Office – Detention Officer – 02/27/13 – General Fund
5. Brandon R. Burgner – Sheriff's Office – Detention Officer – 02/27/13 – General Fund
6. Erika Pisano – Probation – Deputy Probation Officer II – 07/31/12 – Juvenile Standards Fund

POSITION REVIEW:

7. Marilyn Brewer – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant
8. Pamela Fisher – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant
9. Sherry L. Grice – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant

REQUEST PERMISSION TO POST:

10. Information Technology – I.T. Administrator & Support Sr. – Position vacated by Tyler Solberg
11. Sheriff's Office – 911 Dispatch Supervisor – Position vacated by Candice Jorgenson
12. Sheriff's Office – Detention Lieutenant – Position vacated by Justin Solberg
13. Community Services – Director of Community Services – Position vacated by David Fletcher

HUMAN RESOURCES ACTION ITEMS
MARCH 12, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Bryan Kinder – Probation – Deputy Probation Officer Supervisor – 02/20/13 – Various Funds –DOH 10/04/10 – Resignation
2. Nancie Denogean – Probation – Juvenile Detention Officer – 03/03/13 – General Fund – DOH 08/13/12 – Failure to complete probationary period

TEMPORARY HIRES TO COUNTY SERVICE:

3. Joe Munoz – Board of Supervisors – Temporary Laborer – 03/18/13 – General Fund/ Constituent Services District II

DEPARTMENTAL TRANSFERS:

4. Lauren Savaglio – Health Services – From Health Programs Manager – To Environmental Health Manager – 03/14/13 – From Various Funds – To Various Funds

END PROBATIONARY PERIOD:

5. Samantha Jerome – Health Services – Staff Nutritionist – 02/25/13 – WIC Fund

REQUEST PERMISSION TO POST:

6. Board of Supervisors/Constituent Services District II – Temporary Laborer (1 position available) – Position vacated by Angel Perez
7. Board of Supervisors/Constituent Services District II – Temporary Laborer (3 positions available) – Positions vacated by Mario Dorame, Austin Livingood, Jacob Sanchez

HUMAN RESOURCES ACTION ITEMS
MARCH 19, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Michael P. Cruz – Sheriff's Office – Detention Officer – 03/04/13 – General Fund – DOH 10-15-12 – Failure to complete probationary period
2. Kristy R. Jackson – Globe Regional Justice Court – Justice Court Clerk Associate – 03/06/13 – General Fund – DOH 11/05/12 – Failure to complete probationary period
3. Kenneth Payne – Public Works – Vehicle and Equipment Mechanic Sr. – 03/28/13 – Public Works Fund – DOH 03/13/00 – Retirement
4. Birdie DeNero – Human Resources – Human Resources Director – 03/20/13 – General Fund – DOH 08/06/07 – Resignation
5. Joseph Heatherly – Finance – Finance Director – 03/22/13 – General Fund – DOH 07/19/10 – Resignation
6. Darryl Griffin – Computer Services – IT Director – 03/22/13 – General Fund – DOH 01/06/99 – Resignation
7. John Nelson – Board of Supervisors – Deputy County Manager – 03/29/13 – General Fund – DOH 06/27/94 - Retirement

HIRES TO COUNTY SERVICE:

8. Jeff A. Taylor – Public Works – Road Maintenance/Equipment Operator – 03/25/13 – Public Works Fund – Replacing Anna Sanchez
9. Barbara Munoz – Probation – CASA Coordinator – 03/25/13 – Court Appointed Special Advocate Fund – Replacing Katrisha Stuler
10. Clint Lyman – Probation – Juvenile Detention Officer – 03/21/13 – General Fund – Replacing Anthony R. Torrez
11. John Scott – Public Works – Automotive Service Worker – 04/02/13 – Public Works Fund – Replacing Jeremy Friestad

TEMPORARY HIRES TO COUNTY SERVICE:

12. Stephanie Hawke – Community Services – WEX Participant – 02/19/13 – Various Funds

DEPARTMENTAL TRANSFERS:

13. Celena Cates – From Emergency Management – To Rural Addressing – From Administrative Clerk Sr. – To Rural Addressing Analyst – 03/25/13 – General Fund

END PROBATIONARY PERIOD:

14. Larry Perez – Public Works – Road Maintenance Worker – 04/04/13 – Public Works Funds

POSITION REVIEW:

15. Debra Williams – Health and Emergency Services – Deputy Director of Emergency Management – 04/02/12 – Various Funds – Change in fund codes

REQUEST PERMISSION TO POST:

16. Globe Regional Justice Court – Justice Court Clerk Associate – Position vacated by Kristy Jackson

HUMAN RESOURCES ACTION ITEMS
MARCH 26, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Teak-sun Kim – Finance – Procurement Coordinator – 03/14/13 – General Fund – DOH 12/03/12 – Resignation
2. Cassandra Villegas – Finance – Procurement Administrator – 03/18/13 – General Fund – DOH 12/04/06 – Resignation
3. Josephine Castano – Library District – Library Community Liaison – 03/17/13 – Library District Grants Fund – DOH 08/06/12 – Resignation

HIRES TO COUNTY SERVICE:

4. Angela L. Garcia – Sheriff's Office – Public Health Nurse – 04/01/13 – General Fund – Replacing Anjanette Bolinger

DEPARTMENTAL TRANSFERS:

5. Travis W. Baxley – Sheriff's Office – From Task Force Agent (Sgt.) – To Task Force Commander – 04/01/13 – Drug Gang Violent Crime Control Fund
6. Leonard G. Kerszykowski – Sheriff's Office – From Deputy Sheriff – To Task Force Agent – 04/08/13 – From General Fund – To Drug Gang Violent Crime Control Fund
7. Dennis W. Newman – Sheriff's Office – From Task Force Agent – To Deputy Sheriff – 04/08/13 – From Drug Gang Violent Crime Control Fund – To General Fund
8. Malissa Buzan – Community Services – From Interim Director – To Director – 03/15/13 – From Various Funds – To Various Funds

END PROBATIONARY PERIOD:

9. Lisa Wilckens – Finance – Payroll Specialist – 03/13/13 – Various Funds
10. Dana Sgroi – Finance – Contracts Support Specialist – 03/10/13 – General Fund
11. Brent J. Miller – Sheriff's Office – Detention Officer – 02/13/13 – General Fund
12. Dana Lindsey – County Attorney's Office – Detective – 03/20/13 – Diversion Program Fund
13. Lisa King – County Attorney's Office – Legal Secretary – 02/13/13 – General Fund

REQUEST PERMISSION TO POST:

14. Finance – Procurement Administrator – Vacated by Cassandra Villegas

ARF-1744

5- M

Regular BOS Meeting

Meeting Date: 04/02/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-01-13 and 03-08-13

Submitted For: Joseph Heatherly, Finance Director

Submitted By: Dana Sgroi,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-01-13 and 03-08-13

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 25, 2013, to March 1, 2013; and March 4, 2013, to March 8, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-01-13 and 03-08-13

Service Agreement No. 022113 with Stanley Security Solutions

Service Agreement No. 022013-2 with Mountain Retreat Builders

Service Agreement No. 022613 with Mountain Retreat Builders

Contract No. 022013 with Sentinel Technologies

Service Agreement No. 022013-1 with MDC Electrical Contractor

Amendment #1 with High Country Plumbing

Service Agreement No 022213-2 with JCG Technologies

Service Agreement No. 308-12-07 with Cedar Ridge Homes

Service Agreement 030513 with Kino Floors

Extended Warranty Plan for Voice Logging Recorder

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**February 25, 2013, to March 01, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 022113 with Stanley Security Solutions	Service Agreement No. 022113 Install Dual Interface Module on County Attorney Entrance Door in Courthouse	\$3,968.61	02-25-13 to 03-24-13	02-25-13	Expires	Install locks on County Attorney's Door at Globe Courthouse.
Service Agreement No. 022013-2 with Mountain Retreat Builders	Service Agreement No. 022013-2 Weatherization Project No. HH#3526	\$10,576.40	02-27-13 to 04-26-13	02-27-13	Expires	Remove existing evaporative cooler and non functioning gas furnace and replace with a 3 ton AC/Heat pump package on roof of qualifying homeowner's house.
Service Agreement No. 022613 with Mountain Retreat Builders	Service Agreement No. 022613 Weatherization Project No. HH#9244	\$10,773.68	02-27-13 to 04-26-13	02-27-13	Expires	Install insulation to meet code of R-38 (currently there is no insulation). Reduce infiltration by 900 cfm. Install new HVAC system on roof of qualifying homeowner's house.
Contract No. 022013 with Sentinel Technologies	Service Agreement No. 022013 Appendix A and B for SynApps Renewal	\$2,034.00	01-12-13 to 01-11-14	02-27-13	Renews annually	Maintenance renewal and licensing for the Voice Over IP Emergency evacuation software. This is the software that is used to declare emergency alerts over the County telephone system.
Contract No. 022013-1 with MDC Electrical Contractor	Service Agreement No. 022013-1 Weatherization Project No. HH#6069	\$1,250.00	02-27-13 to 04-26-13	02-27-13	Expires	Electrical wiring needs to be re-done to match the existing panel at qualifying homeowner's house.

February 25, 2013, to March 01, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Amendment No. 1 with High Country Plumbing, Inc.	Amendment No. 1 to Service Contract No. 020912 with High Country Plumbing, Inc. Northern Gila County Backflow Testing and Repairs	Not to exceed \$1,000.00	03-01-13 to 02-28-14	02-27-13	Option to renew for one more additional one year period	Contractor will perform annual backflow testing at multiple county facilities in Northern Arizona and repair and/or replace material as needed per County approval.
Service Agreement No. 022213-2 with JCG Technologies	Service Agreement No. 022213-2 Install Bench Wall Plates for Audio Feed	Not to exceed \$2,995.00	02-27-13 to 04-26-13	02-27-13	Expires	To enhance Gila County Superior Court Courtrooms in Globe and Payson to allow the Court Reporters hearing capability of judicial sidebars held at the judge's bench. To ensure bench conferences are recorded by court reporters as part of court proceedings, pursuant to A.R.S.
Contract No. 308-12-07 with Cedar Ridge Homes, LLC.	Service Agreement No. 308-12-07 Home Grant HH#3382	\$39,875.00	02-27-13 to 04-26-13	02-27-13	Expires	It is not cost effective to do a major Rehab on qualifying homeowner's mobile home. Home owner is disabled and qualifies for the HOME grant. Therefore, housing has decided to remove and replace the existing mobile home, per their Housing Guidelines.

March 04, 2013, to March 08, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 030513 with Kino Floors	Service Agreement No. 030513 Carpet Installation for the Board of Supervisors Conference and Security Rooms	\$1,421.46	03-06-13 to 05-05-13	03-06-13	Expires	Facilities has recently remodeled these areas and the existing carpeting has exceeded its life expectancy.
Goserco, Inc.	Extended Warranty Plan for Voice Logging Recorder Level	\$2,979.12	04-01-13 to 03-31-14	03-06-13	Expires	Extended Warranty Plan for Voice Logging Recorder for the Gila County Sheriff's Globe -911 Dispatch office.

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022113

INSTALL DUAL INTERFACE MODULE ON COUNTY ATTORNEY ENTRANCE DOOR IN COURTHOUSE

THIS AGREEMENT, made and entered into this 25th day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stanley Security Solutions, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire 30 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a "not to exceed" amount of **\$ 3,968.61** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

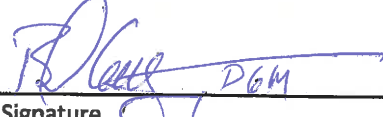
IN WITNESS WHEREOF, Service Agreement No. 022113 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

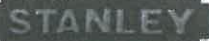

Don E. McDaniel Jr., County Manager

Date: 2/25/13

STANLEY SECURITY SOLUTIONS


Signature

BRIAN D COLCLOUGH
Print Name



Security Solutions *Schedule of Service and Protection (Equipment & Installation)*

ANY OR ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE TERMS AND CONDITIONS OF THE ATTACHED AGREEMENT DATED BETWEEN STANLEY CONVERGENT SECURITY SOLUTIONS INC. AND GILA COUNTY FOR SERVICES AT 1400 E ASH ST. GLOBE, AZ 85501.

System information

Intrusion:	Access Control: X	Fire:	CCTV:
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Customer To Provide

120 vac Power Outlets Any Add'l Devices Req'd by Local AHJ	Static IP address for equipment Secured storage of on-site equipment	Network Connectivity Network rack space	Access to Device Locations UPS
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Protection Devices

Quantity	Equipment	Part Number
1	RDR,RP15 MLTICLSS UNIV BLK 16"	HU-6146CKM00
1	Control Door Switch 3/4 inch White	1078CW-N
1	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 8 (5A) Form C Relays, Rohs, Co And UL294 Certified	BAS-1320
1	Lanel UL Listed Hardware Enclosure (12X 16 X 4.5) Only With Lock And Tamper Switch Support Up To Two Lanel Access Hardware Modules (UL Approved)	BAS-CTX
1	HOLD-UP BUTTON MOMY OR LATCHING	PL-HUST
1	Misc Hardware: door card for panic bar	SN-T9BC
1	Door Lock/Strike Hardware: Rim panic device for storefront door	8803EL26-24
1	Door Lock/Strike Hardware: Adams Rite REX add-on	91-0897-01

Pricing & Deposit Terms

Total Installation Price	USD 3,621.00	Deposit (In-Hand)	
Sales Tax (If Applicable)		Balance Due Upon Completion	USD 3,621.00
Total Price	USD 3,621.00	Total Monthly Fee	USD 0.00

Ownership of Equipment. The equipment shall be owned by the customer.

Accepted By

Customer Signature
Don E. McDaniel, Jr.
County Manager

Date

Rep Initials

Quotation Reference: Q-00374593
Page 1 of 1

GILA COUNTY
1400 E ASH ST
GLOBE, AZ 85501

Attorney's Entry Door

Proposal Generated: 2/18/2013

Qty	Description	Part Number	Unit Price	Total Price
1	RDR,RP15 MULTICLSS UNIV BLK 18"	HU-6145CKR00	\$328.16	\$328.16
1	Sentrol Door Switch 3/4 Inch White	1078CW-N	\$13.03	\$13.03
1	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays, Rohns, Ce And UL294 Certified	BAS-1920	\$815.58	\$815.58
1	Lenel UL Listed Hardware Enclosure (12X 16 X 4.5) Only With Lock And Tamper Switch Support Up To Two Lenel Access Hardware Modules (UL Approved)	BAS-CTX	\$140.24	\$140.24
1	HOLD-UP BUTTON MOMY OR LATCHING	PL-HUBT	\$29.23	\$29.23
1	Misc Hardware: door cord for panic bar	SN-TSBC	\$28.00	\$28.00
1	Door Lock/Strike Hardware: Rim panic device for storefront door	B903EL36-24	\$733.28	\$733.28
1	Door Lock/Strike Hardware: Adams Rite REX add-on	91-0897-01	\$117.80	\$117.80
Equipment Total				\$2,285.82
			Total Price	
Labor Total				\$1,415.67
Subcontractor				\$0.00
Account Administration				\$0.00
Labor & Additional Total				\$1,415.67
Sales Tax Total				\$947.62
Actual Install Sale Price				\$3,968.61

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022013-2
WEATHERIZATION PROJECT NO. HH#3526

THIS AGREEMENT, made and entered into this 27th day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#3526, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$10,576.40 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

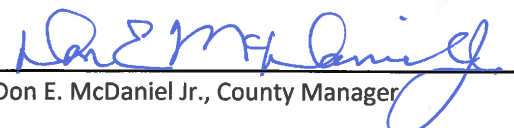
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022013-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

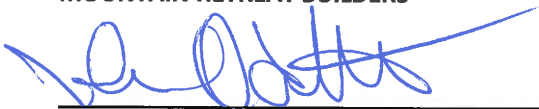
GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 2/27/13

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Estimate

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.

Globe AZ 85502

Phone 928-606-4674

TO:

Gila County Community Services Division

Weatherization Program

5515 S. Apache Ave. Suite #200

Globe, AZ 85501

928-425-7631

FOR: HH# 3526

Item #	DESCRIPTION	AMOUNT
1	Removing existing evaporative cooler and non functioning gas furnace and installing a 3 ton 14+ seer AC/Heat pump package unit on roof, this unit will be a Lennox brand unit. This system will be connected to a new r-8 flex duct system which will supply 8 registers and 1 return to the structure controlled by a new digital thermostat. This process will involve abandoning and sealing the current duct system to the structure because of the oversize nature of the duct. This existing duct will be sealed off to meet BAS. In addition a case of filters (12) supplied for the new ac system.	\$8000.00
2	Installing blown in insulation to a level of R-38. Current R value is R-0 due to the misalignment and voids. All current insulation (Batting R-11) will be realigned or removed to properly prepare surface for the installation of the blown fiberglass installation.	\$1400.00
3	Installing low cost / no cost measures which will include fixing T&P valve on water heater, sealing all roof jacks as needed.	\$250.00
4	Health and safety measures to be installed consist of a new CO detector and a new smoke detector.	
5	May need to install a special exhaust fan to create structure make-up air because the structure might be too tight. This fan runs constantly at low speed but kicks onto high when someone turns it on. This measure is not included. This would fall under health and safety. If needed, will incur a separate charge. Cost will be determined if needed.	
Sub Total		\$9650.00
TAX (9.6%)		\$926.40
TOTAL		\$10,576.40

Scope of Work

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

TO:

Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR: HH# 3526

Item #	DESCRIPTION
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ATTACHMENT "A"

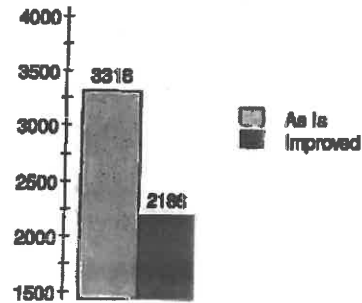
IMPROVEMENT ANALYSIS REPORT

Building Name:	16147	Date:	February 04, 2013
Owner's Name:	16147	Builder's Name:	William Nicholson
Property	810 W. Paxton Ave.	Weather Site:	Globe, AZ
Address:	Miami, AZ 85501	File Name:	16147 Rem.big

Energy Costs (\$/yr)

End-Use	As Is	With All Improvements	Savings
Heating	2259	768	1492
Cooling	0	360	-360
Hot Water	349	348	0
Lights and Appliances	650	650	0
Photovoltaics	-0	-0	0
Service Charge	60	60	0
TOTAL	3319	2187	1131

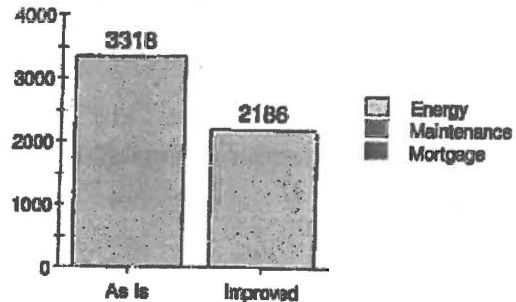
Total Costs (\$/yr)



Information For Lenders and Appraisers

Installed Cost of improvements (\$)	9400
Cost Weighted Life of Measure (Years)	16
Mortgage Term (Years)	0
Discount/Mortgage Rate (%)	2.000
Present Value Factor	13.4
Expected Annual Energy Savings (\$)	1131
Expected Annual Maintenance Costs (\$)	0
Expected Annual Savings (\$)	1131
Increased Annual Mortgage Costs (\$)	0
Present Value of Savings (\$)	15151
Expected Annual Cash Flow (\$)	1131

Cost Comparison (\$/yr)



ATTACHMENT "A"

IMPROVEMENT ANALYSIS REPORT

16147

Page 2

Recommended Improvements

Component	Life	Cost	Yr Savings	SIR
1. Ceiling 1: Attic	20	1400	473	5.5
Existing: Uninsulated Ceiling				
Proposed: R-38 Blown, Attic				
Measure: r-0 to r-38				
Group:	15	8000	658	1.1
2. Equip 2: HEAT:	15	8000		
Existing: Elec. Port. 1500 W				
Proposed: 36k 14seer 8.5hapt				
Measure: Portable Heat to ASHP				
3. Perf Adj 2: HEAT:	15	0		
Existing: 95.0 - 100.0				
Proposed: 100.0 Units As Spec.				
Measure: performance adjustment				
End Group				

Criteria

Ranking Criteria: SIR
Cutoff: 0

Maximum \$ Limit: No Limit
Measures: Interactive

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC**STATEMENT AS FOLLOWS:****URRD**

2000.171_____	URRD12_93 06_01	\$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	\$ <u>2,000.00</u>	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	\$_____	Minor repair - Srs./Cooler Program
------------------	----------------	---------	------------------------------------

DOE/WAP

2000.171_____	DOE12_93 01_01	\$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	\$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	\$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	\$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP12_93 02_01	\$_____	LIHEAP/WAP Admin
2000.171_____	LHP12_93 02_03	\$ <u>4,000.00</u>	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	\$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	\$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	\$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	\$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	\$ <u>4,576.40</u>	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	\$_____	WAP SRP Program Operations
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ATTACHMENT "A"

HOME #308-11

2000.171_4240.10	OOHR11_04 01_03	\$ _____	HOME Travel
2000.171_4100.10	OOHR11_04 01_05	\$ _____	HOME Advertising
2000.171_4320.72	OOHR11_04 02_03	\$ _____	HOME Project 3 / Goodwin
2000.171_4320.72	OOHR11_04 02_04	\$ _____	HOME Project 4 / Mapes
2000.171_4320.72	OOHR11_04 02_05	\$ _____	HOME Project 5 / Kessler
2000.171_4320.72	OOHR11_04 02_06	\$ _____	HOME Project 6 / Williams
2000.171_4320.72	OOHR11_04 02_07	\$ _____	HOME Project 7 / Wallace
2000.171_4320.72	OOHR11_04 02_08	\$ _____	HOME Project 8 / Herrera

CDBG #144-11

2000.171_4240.10	CDBG11_07 01_03	\$ _____	CDBG Admin/Travel
2000.171_4100.10	CDBG11_07 01_04	\$ _____	CDBG Admin/Office Supply
2000.171_4260.10	CDBG11_07 01_05	\$ _____	CDBG Admin/Advertising
2000.171_4320.72	CDBG11_07 02_01	\$ _____	CDBG Project 1/Mendoza
2000.171_4320.72	CDBG11_07 02_02	\$ _____	CDBG Project 2/Seymour
2000.171_4320.72	CDBG11_07 02_03	\$ _____	CDBG Project 3/Kessler
2000.171_4320.72	CDBG11_07 02_04	\$ _____	CDBG Project 4/Morris

CDBG #174-10

2000.171_4240.10	CDBG12_07 01_03	\$ _____	CDBG Admin/Travel
2000.171_4100.10	CDBG12_07 01_04	\$ _____	CDBG Admin/Office Supply
2000.171_4260.10	CDBG12_07 01_05	\$ _____	CDBG Admin/Advertising
2000.171_4320.72	CDBG12_07 02_01	\$ _____	CDBG Project 1/Powell
2000.171_4320.72	CDBG10_07 02_02	\$ _____	CDBG Project 2/Williams
2000.171_4320.72	CDBG12_07 02_03	\$ _____	CDBG Project 3/ Miller
2000.171_4320.72	CDBG12_07 02_04	\$ _____	CDBG Project 4/ _____

COFG #146-09

2000.171_4240.10	COFG10_82 01_02	\$ _____	City of Globe Other
2000.171_4320.72	COFG10_82 02_01	\$ _____	CDBG Project 1/DeSimone
2000.171_4320.72	COFG10_82 02_02	\$ _____	CDBG Project 2/Meeks
2000.171_4320.72	COFG10_82 02_03	\$ _____	CDBG Project 3/ Seymour

ATTACHMENT "A"

DESCRIPTIONS

4320.72	Rehab Grant
4320.81	Utility repair/deposit
4320.84	Home weatherization
4320.85	Emergency repair/H&S
4110.85	Op supply, safety supply (gloves, glasses, overalls, nails, bolts, misc. small items)
4120.30	Small tools, supplies (under \$50, hammers, wrenches, pliers, cameras)
4120.10	Equipment under \$5000 (blower doors, generators, larger office furniture)
4110.60	Vehicle fuel
4260.10	Legal Advertising

Tommie C. Martin, District I
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022613
WEATHERIZATION PROJECT NO. HH#9244

THIS AGREEMENT, made and entered into this 27th day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9244, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$10,773.68 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022613 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/27/13

MOUNTAIN RETREAT BUILDERS



Signature
John O'Donnelle

Print Name



GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 2-20-13 Job Number: 9244

Name: Mary Bearup

Address: 316 Pinal Street Globe Az 85501

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 2 44 ☐ am ☒ pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Rodriguez Construction</u>		\$ <u>No Bid</u>
<u>Noble Building</u>		\$ <u>No Bid</u>
<u>Mountain Retreat</u>		\$ <u>10,773.68</u>
		\$ _____
		\$ _____
		\$ _____

Person opening bids: Nichole Montagan

Witness: Maribel E. Ejercio

Bidder Selected: Mountain Retreat

Supervisor Sign-off: [Signature]

Date: 2/20/13

Housing Rehabilitation

Community Action

Section 8 Housing

GEST

Workforce Investment Act

REPAC

Weatherization Program

ATTACHMENT "A"

Scope of Work

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

TO:

Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR: HH# 9244

Bearup, Mary
316 Pinal Street
Globe, AZ 85501

(301) 471-5889

Item #	DESCRIPTION
1	Installing Insulation to meet code of R-38. Currently there is no Insulation present (R-0).
2	Reducing Infiltration by 900cfm. Current Infiltration is 2244, and BAS for the household is 1215.
3	Installing a new HVAC system including a 14.5 SEER gas package unit on the roof with a new R-8 Flex duct system.
4	Fixing PRV on water heater to run outside of the structure.

ATTACHMENT "A"

Estimate

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
 Globe AZ 85502
 Phone 928-606-4674

TO:
 Gila County Community Services Division
 Weatherization Program
 5515 S. Apache Ave. Suite #200
 Globe, AZ 85501
 928-425-7631

FOR: HH# 9244
 Bearup, Mary
 316 Pinal Street
 Globe, AZ 85501

(301) 471-5889

Item #	DESCRIPTION	AMOUNT
1	Installing insulation to meet code of R-38. Currently there is no insulation present (R-0).	\$1,000.00
2	Reducing infiltration by 900cfm. Current infiltration is 2244, and BAS for the household is 1215.	\$930.00
3	Installing a new HVAC system including a 14.5 SEER gas package unit on the roof with a new R-8 Flex duct system. The AC will be covered under health and safety	\$7,750.00
4	Fixing PRV on water heater to run outside of the structure.	\$150.00
Sub Total		\$9,830.00
TAX (9.6%)		\$943.86
TOTAL		\$10,773.68



sentinel

APPENDIX ACustomer Name: Gila CountyStreet Address: 1400 E Ash StreetCity, State, Zip: Globe, AZ 85501

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Gila County (Customer) with principal offices at 1400 E. Ash Street, Globe, AZ 85501 is hereby amended to include the following:

Commencement Date

Agreement No.

Addendum No. 019

Hardware/Software only purchase of items listed in Appendix B. No installation or professional services provided.

Attachment "A" by mention is made a binding part of this agreement as set forth therein.

CUSTOMER:

Gila County

Signature: *Don E. McDaniel, Jr.*Printed Name: Don E. McDaniel, Jr.Title: County ManagerDate: 2/27/13

CONTRACTOR:

Sentinel Technologies, Inc.

Signature: *Brad Foubion*Printed Name: Brad FoubionTitle: GM - PhxDate: 2-7-13



s e n t i n e l

APPENDIX B

Customer Name: Gila County

Street Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Gila County (Customer) with principal offices at 1400 E. Ash Street, Globe, AZ 85501 is hereby amended to include the following:

Commencement Date

Agreement No.

Addendum No. 019

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

Description	Begin Date	End Date	Qty	
Syn-Apps Renewal				
1 year of Syn-Apps maintenance - SA-Announce for 1000 Users	12-Jan-13	11-Jan-14	1	
1 year Syn-Apps Maintenance: T2 Per Phone	12-Jan-13	11-Jan-14	501	
			Total	2,034

Payment Terms: Labor – Net 30, Non-labor – 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following:
 a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

Services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If customer requires, Contractor can perform some of these services after hours at an overtime labor rate.

Fixed Price

For the charges listed above, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above. **This quote is valid for 30 days from 1 / 16 / 2013**

Attachment "A" by mention is made a binding part of this agreement as set forth therein.

CUSTOMER:

Gila County

Signature: Don E. McDaniel, Jr.Printed Name: Don E. McDaniel, Jr.Title: County ManagerDate: 2/27/13

P.O. #: _____

CONTRACTOR:

Sentinel Technologies, Inc.

Signature: B. FaulionPrinted Name: Brad FaulionTitle: GM-PhDate: 2-7-13

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

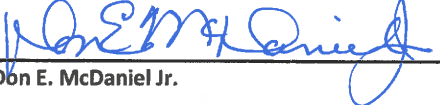
Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER



Don E. McDaniel Jr.


Date

SENTINEL TECHNOLOGIES, INC.


Individual Authorized to Sign


Print Name


Title


2/7/13

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022013-1
WEATHERIZATION PROJECT NO. HH#6069

THIS AGREEMENT, made and entered into this 27TH day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and MDC Electrical Contractor, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#6069, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
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Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any

contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14-- TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$1,250.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022013-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/27/13

MDC ELECTRICAL CONTRACTOR



Signature

Walter Martin Del Campo
Print Name

ATTACHMENT "A"

Receipt**MDC Electrical Contractor**

1280 E Saguaro Dr Globe, AZ 85501
mdcelectrical@cableone.net

(928) 425-0071 Office (928) 812-2708 Mobile

Date: 2-7-13

Quotation No: 1813

*Revised
Quote

Project name: Gila County

1) # 6069

To: 1114 W. Frederick St. Miami, Az 85539

We are pleased to submit the following quotation. It is valid for 10 days.

Scope of Work Project	Labor & Materials Amount	
Install 100 amp Service Entry Panel		
Remove Existing Panel		
Install All Requirements Per-Code (for Panel)		
Install 1 ½ in. IMC conduit		
Install Breakers		
*Install 10 ft. 2inch conduit		
*Install 25 ft. #2 wire		
*install 2 straps for new riser		
*Install panel per APS code requiremnts		
Materials Supplied		
100 Amp Service Entry Panel		
1- 1 ½ in. IMC Conduit		
Weather head		
1-wp cover		
Breakers		
Hub		
Ground Rod, Ground Clamps		
10 ft. of 2 in. conduit		
25 ft. of #2 wire 2 straps		
Point of Attachment		
1-GFCI receptacle	County Permit	\$100.00
Wire to match existing panel	Total Amount	\$1,250.00



AMENDMENT NO. 1
SERVICE CONTRACT NO. 020912
NORTHERN GILA COUNTY
BACKFLOW TESTING AND REPAIRS

Effective March 07, 2012, Gila County and High Country Plumbing, Inc. entered into an agreement whereby High Country Plumbing, Inc. would perform the annual backflow testing at multiple county facilities in Payson, Arizona and repair and/or replace material as needed per county approval.

Amendment No. 1 the contract expires February 28, 2013. Per Article 14 – Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from March 01, 2013, to February 28, 2014.

Contractor will continue to bill for services pursuant to Exhibit “A” of the original contract, but in no event shall charges for the March 01, 2013 to February 28, 2014 extension exceed \$1,000.00 without prior written agreement of the County.

Additionally, Amendment No. 1 will serve to remove the words “Gila County Professional” from the title of Service Contract No. 020912. The title of the contract will become “Service Contract No. 020912” upon execution of this Amendment No. 1.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27 day of February, 2013.

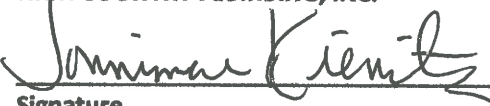
GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 2/27/13

HIGH COUNTRY PLUMBING, INC.



Signature
Jonimar Kienitz

Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022213-2
INSTALL BENCH WALL PLATES FOR AUDIO FEED

THIS AGREEMENT, made and entered into this 27TH day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and ICG Technologies, of the City of Scottsdale, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a "not to exceed" amount of \$ 2,995.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

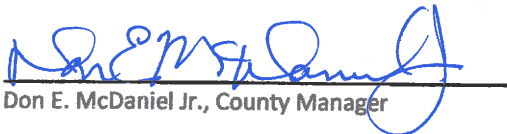
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022213-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 2/27/13

JCG Technologies


Signature

Steve Schmenk
Print Name



9941 E. Mission Lane, Scottsdale, AZ 85258
Phone: 480 661-5629 Fax: 480 661-7589
www.jcgtechnologies.com

**Bench Wall Plates for Audio Feed
Gila County Superior Court, AZ
January 13, 2013**

JCG Solution

JCG Technologies, Inc (JCG) is an integrated digital media solutions provider. We offer integrated digital media solutions for courts, commissions, agencies, councils, boards, and other governmental organizations that need to produce a record of their proceedings/meetings.

JCG provides cost effective solutions to courts and other organizations that want to automate their legal workflow and improve access to information; improving customer service while saving time and money.

This system proposal is offered as a detailed explanation and outline for the above referenced project. The proposal details our scope of work, any concerns or exclusions, and our cost to you for the referenced project. Please read all information carefully and feel free to contact us with any questions or concerns.

Scope of Work

It is our goal to deliver a complete and functional, integrated media design whose components are listed below.

JCG will:

- Provide and install wall plates with a 1/8" stereo mini audio feed jack in the front of the Judge's bench in all four courtrooms, two in Payson and two in Globe.



- JCG will terminate and test the complete system prior to training.
- Provide the client with any manufacturers manuals, warranty cards, and any other pertinent pieces of documentation.
- Test and verify the installation and termination of all cables required to provide the client with a fully functioning integrated media system.

Requirements and Exclusions

The following details certain exclusions and points of concern as it relates to this project.

- JCG is not responsible for any painting, drywall, millwork, or ceiling modifications required for this project.

System Cost

This proposal is valid for 60 days from the date shown above. In the event the date of your approval to proceed exceeds this 60-day limitation, JCG will recalculate this proposal to represent the current costs for the system.

Assembly Labor and Parts	
Globe A and B Courtrooms	
Payson Main and West	2,986.05
Travel / Lodging / Expenses	Included
Testing	Included
Training	Included
Freight Equipment	No Charge



Sales Tax	8.95
Total Cost	\$2,995

Deadline and Deliverables

A successful project requires that all parties work toward a common goal, especially as it relates to the completion of the project. JCG deliverables are based on a timeline that commences when JCG receives a signed contract or a purchase order authorizing its engagement for this project.

JCG is forecasting the delivery, installation, testing and commissioning of the proposed system to be complete no later than 30 days from receipt of a purchase order or signed contract. Upon official acceptance of this proposal and issuance of a signed contract or purchase order, JCG will contact the client to establish a working deadline for the completion of this project.

In the event the client requests changes to the original scope or deadline, JCG will propose a revised cost to the client for such changes and will issue an altered deadline as dictated by the request.

Method and Terms of Payment

A signed contract or a purchase order will serve as an acknowledgement and an agreement to the payment terms. In the event that it is impossible to honor these payment terms due to corporate or government restrictions, JCG will issue a new proposal or acceptance reflecting the altered and agreed upon terms of payment.

Each invoice shall be due and payable to JCG Technologies, Inc., at the address specified in this quotation. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice.



Our payment terms for this project are:

50% When the Purchase Order is issued.

Final payment of the contract upon completion and delivery of proposed system.

System Warranty

The strength of any Systems Integration Company is its ability to stand behind its system and workmanship. JCG is proud to offer a one-year "bumper to bumper" warranty for this project. This warranty period commences upon the completed installation.

What Is Covered?

Hardware and Components:

JCG honors the manufacturer's warranty for all equipment sold for this project. Each individual manufacturer warrants its product for varying lengths of time. Should any product need replacement during the system warranty period, JCG will repair or replace that product at no charge to the client.

Outside of the system warranty period, JCG will assist the client in exercising any remaining warranty on the specific product. This will be done at normal service rates and expenses.

What We Will Do:

During the system warranty period, JCG will make every attempt to remotely diagnose and/or repair the deficiency of the system prior to an on-site service call. Once our staff has determined that there is no alternative but to conduct an on-site visit, we will make every attempt to respond as quickly as possible. JCG will provide on-site warranty coverage that includes a best effort response time of no more than 48 hours.

Standard On-Site Guarantee:

Our standard on-site service lasts for 90-days after system acceptance and project sign off. After our initial on-site guarantee ends, JCG will provide its



normal response times for your system. Our on-site service is guaranteed for the system components provided by JCG and *does not include* any owner-furnished equipment. JCG does provide extended on-site response service agreements beyond your 90 days. Contact JCG for information.

Handling a Warranty Claim:

Once a service call is made, our service department will handle the claim. Our service department can be reached during normal business hours at (480) 661-5629. Our normal business hours are Monday through Friday, 8:00am to 5:00pm. AZ MST, excluding holidays. We encourage our clients to keep us aware of critical meeting dates in the unlikely event a service issue arises. During the first year, there is no charge for handling the warranty.

Outside of that period, should a service call be required, you will incur time and material charges at a current service rates and expenses of JCG Technologies, Inc. This includes travel expenses. Additional comprehensive preventative maintenance programs are available from JCG.

Individual Equipment Warranty:

Aside from the system warranty, most components will carry additional manufacturer warranty coverage anywhere from two to four years. Our system documentation includes all of the necessary paperwork and cards so that the client can register with the manufacturers to officially be eligible for the warranty. As an authorized dealer of each system component, JCG will be available to assist in the processing of warranty claims for your project if and when the need arises.

What This Warranty Does Not Cover:

This system warranty does not cover defects resulting from accidents, alterations to the system, unauthorized repair of components, or general misuse of the system. JCG reserves the right to refuse warranty service if it is found that the client is negligent as described above.

Contact Information

Please do not hesitate to contact me if you have any questions or require any additional information.



Steve Schmenk

Steve Schmenk

President

JCG Technologies, Inc.

9941 East Mission Lane

Scottsdale, Arizona 85258

Phone: 480 661-5629

Fax: 480 661-7589

Mobile: 602 418-5307

E-mail: srschmenk@jcgtechnologies.com

Web: www.jcgtechnologies.com

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountvaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 308-12-07

HOME GRANT HH#3382

THIS AGREEMENT, made and entered into this 27th day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Cedar Ridge Homes, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Home Grant HH#3382, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim
Annual Aggregate

\$1,000,000
\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 308-12-07 is for a total "not to exceed" fee of \$39,875.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

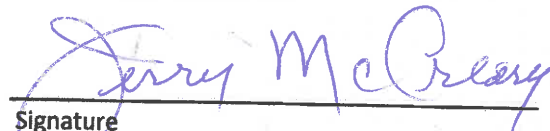
IN WITNESS WHEREOF, Service Agreement No. 308-12-07 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 2/27/13

CEDAR RIDGE HOMES LLC


Signature

TERRY MCCREARY
Print Name

ATTACHMENT "A"

INQUIRES

For technical questions concerning this quote request contact Gabriel Eylicio, (928)402-8698.

For questions concerning quote submittal contact Jeannie Sgroi, (928)402-8612.

AWARD OF CONTRACT

After submitted quotes are opened they will be compared on the basis of the lump sum amount.

Awarded contractor will be required to enter into a service agreement with Gila County. The quote request will become a binding part of the service agreement as set forth herein.

Until the award of a contract is made, the County reserves the right to reject any or all quotes; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall be to promote the County's best interests.

BIDDING SCHEDULE

Quote Request No. 308-12-07 Mobile Home Remove and Replace, Tonto Basin, AZ

We agree to provide all work and material necessary to complete the project as shown in the scope of work above for the following contract price:

VENDOR NAME: Cedar Ridge Homes, LLC

PHONE NUMBER: 928-701-3107 EMAIL ADDRESS: gmccreary@cableone.net

TOTAL CONTRACT PRICE, for the sum of \$39,875.00

WRITTEN TOTAL CONTRACT PRICE Thirty Nine Thousand-Eight Hundred Seventy Five Dollars and NO Cents.

The above lump sum amount shall include all taxes.

No taxes shall be levied against labor.

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928) 425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030513

CARPET INSTALLATION FOR THE BOARD OF SUPERVISORS CONFERENCE AND SECURITY ROOMS

THIS AGREEMENT, made and entered into this 06th day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Kino Floors & Interiors, LLC**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Quote Request, hereby identified as Attachment "A", by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to attached Quote Request, hereby identified as Attachment "A", by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the agreement shall commence on **the date contract is signed by the County Manager**, and expire sixty days from the date signed by County Manager, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 1,421.46 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030513 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

Date: 3/4/13

KINO FLOORS AND INTERIORS, LLC



Signature

REQUEST FOR QUOTE GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of installation of new carpeting in the Gila County Board of Supervisors Conference Room and Security Office. New carpeting is to be glued directly to the wood floor.

Location: Board of Supervisors Conference Room
Board of Supervisors Security Office
Gila County Courthouse
1400 E. Ash Street
Globe, AZ 85501

Scope of Work and Specifications:

- Type of Carpeting – Oxford III Cambridge
- Color of Carpeting – Plantation with unitary backing
- Cove Base for the Walls – Johnsonite 76 Cinnamon 4" tall with toe

Each contractor may contact Robert Hickman, Facilities Manager, at 928-200-1643 for technical questions. Each contractor shall provide all labor and materials to complete the above Scope of Work.

QUOTE DUE DATE: Please email or fax quote by, Monday, March 04, 2013 to, Jeannie Sgroi, dsgroi@co.gila.az.us, fax 928-425-7056

Contractor Name: KINO Floors

Contractor Address: 401 N. BROAD ST GLOBE AZ 85501

Contractor Phone #: 928-425-9443 Email Address: KINOFLOORS@NWESTOFFICE.NET

TOTAL COST FOR MATERIAL & INSTALLATION

CONFERENCE ROOM \$ 933.80 (TAXES INCLUDED)

SECURITY OFFICE \$ 487.67 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THANK YOU

FLOORING

007594

KINO FLOORS & INTERIORS, LLC.

401 North Broad Street
GLOBE, ARIZONA 85501

425-9443

Fax: 425-8249

Gila County Court House

ASH ST

GLOBE AZ 85501

JOB PHONE

800 1643

RICKMAN @ CO. GILAZUS

BOB Hickman

SUPERVISORS

OFFICES CAMBRIDGE OXFORD 111 UNITARY BACKING 15 19 48 15 20 74400

ASSEMBLY DIRECT GLOBE DOWN PLANTATION. 8 15

BASE 4IN RUBBER w/TOE

JOHNSONITE 26 CHAMBERMAN 4IN.

106' 1 95 20670

DATE 1/8/13

SCHEDULED INSTALL DATE

CASH CHARGE OTHER

PRICE PER SQ YD/FT

TOTAL SQ YD/FT

AMOUNT

SUB-TOTAL 950 70

LABOR 384 00

SALES TAX 86 76

TOTAL 1421 46

DEPOSIT

BALANCE DUE

(AS COMPLETED)

Thank You!

ORIGINAL

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a gap between the time of purchase and the time of installation. Buyer is not responsible for damage to or destruction of existing masonry, doors, windows or fixtures. Buyer must be clear of obstacles at time of installation. Seller is not responsible for structural problems upon installation may change the amount due on this contract. A FINANCE CHARGE OF 1.5% PER ANNUM will be charged to accounts past due. Buyer agrees to pay the amount due at the time of this agreement. Buyer agrees to pay the amount due at the time of this agreement. Buyer agrees to pay the amount due at the time of this agreement.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS: 3/1

DATE

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



Goserco, Inc.

For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at **GILA COUNTY SHERIFF/GLOBE -911 DISPATCH**. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am **APRIL 01, 2013**, and terminates at 11:59 pm **MARCH 31, 2014**.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and or "emergency" service calls (not covered under this contract and is billable at the current after hour's service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and or sending an email is NOT considered an emergency and will be responded to the next business day.
2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.
4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS)** at **all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



Goserco, Inc.

For technical support: tech.support@goserco.com

TERMS AND CONDITIONS (Continued)

5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 32CH	70001856		2,979.12
TAX				
TOTAL				2,979.12

Goserco, Inc.	Patrice Minetta	Customer Name	GILA COUNTY SHERIFF/GLOBE – 911 DISPATCH
Authorized Signature		Authorized Signature	
Today's Date	February 28, 2013	Today's Date	3/6/13

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship of the Parties: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this

indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

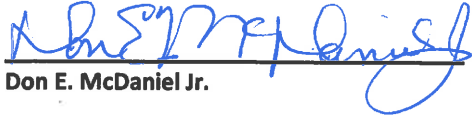
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

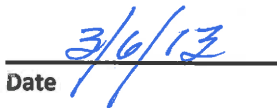
Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

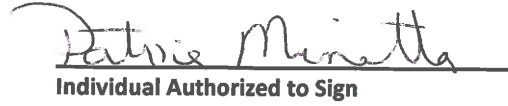
GILA COUNTY:

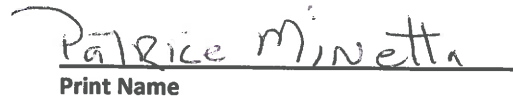
GILA COUNTY MANAGER


Don E. McDaniel Jr.


Date

GOSERCO, INC.


Individual Authorized to Sign


Print Name


Title